VOL. VI

Vol. VI

TRANSCRIPT OF RECORD

(Pages 4397 to 5188)

Supreme Court of the United States

OCTOBER TERM, 1947

No. 10

SCHINE CHAIN THEATRES, INC., ET AL.,
APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

FILED OCTOBER 4, 1946.

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W34(12)	Deal sheet, first run, Ilion, N. Y., 9/11/40	6725	4576
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W34(14)	Deal sheet, first run, Malone, N. Y., 9/11/40	6727	4578
W34(15)	Deal sheet, first run, Massena, N. Y., 9/11/40	6728	4579
W34(16)	Deal sheet, first run, Mechanicville, N. Y., 9/11/40	6729	4580
W34(17)	Deal sheet, first run, Norwich, N. Y., 9/11/40	6730	4581
W34(18)	Deal sheet, first run, Ogdensburg, N. Y., 9/11/40	6731	4582
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W34(26)	Deal sheet, first run, Saranac Lake, N. Y., 9/11/40	6739	4590
W34(27)	Deal sheet, first run, Seneca Falls, N. Y., 9/11/40	6740	4591
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U137(10)	Deal sheet, first run, Herkimer, N. Y., 9/26/38	6806	4659
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U137(13)	Deal sheet, first run, Little Falls, N. Y., 9/26/38	6809	4662
U137(14)	Deal sheet, first run, Malone, N. Y., 9/26/38	6810	4663
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U137(17)	Deal sheet, first run, Norwich, N. Y., 8/26/38	6813	4666
U137(18)	Deal sheet, first run, Ogdensburg, N. Y., 8/26/38	6814	4667
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U137(33)	Deal sheet, first run, Cortland, N. Y., 8/26/38	6829	4682
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U137(36)	Deal sheet, second run, Lockport, N. Y., 8/26/38	6832	4685
U137(37)	Deal sheet, first run, Newark, N. Y., 8/26/38	6833	4686
U137(38)	Deal sheet, first run, Oswego, N. Y., 8/26/38	6834	4687
U137(39)	Deal sheet, first run, Penn Yan, N. Y., 8/26/38	6835	4688
U137(40)	Deal sheet, first run, Perry, N. Y., 8/26/38	6836	4689
U137(41)	Deal sheet, Rochester, N. Y., 8/26/38	6837	4690
U137(42)	Deal sheet, Rochester, N. Y., 8/26/38	6838	4691
U137(43)	Deal sheet, Rochester, N. Y., 8/26/38	6839	4692
U137(44)	Deal sheet, Rochester, N. Y., 8/26/38	6840	4693
U137(45)	Deal sheet, repeat run, Rochester, N. Y., 8/26/38	6841	4694
U137(46)	Deal sheet, Rochester, N. Y., 8/26/38	6842	4695
U137(47)	Deal sheet, repeat run, Rochester, N. Y., 8/26/38	6843	4696
U137(48)	Deal sheet, first run, Salamanca, N. Y., 8/26/38	6844	4697

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
U137(49)	Deal sheet, first run, Seneca Falls, N. Y., 8/26/38	6845	4698
U137(51)	Deal sheet, first run, Bellefontaine, O., 8/26/38	6846	4699
U137(52)	Deal sheet, first run, Corbin, Ky., 11/10/38	6847	4700
U137(53)	Deal sheet, second run, Corbin, Ky., 1/16/39	6848	4701
U137(54)	Deal sheet, first run, Delaware, Ohio, 8/26/38	6849	4702
U137(55)	Deal sheet, first run, Maysville, Ky., 1/16/38	6850	4703
U137(56)	Deal sheet, first run, Middlesboro, Ky., 11/10/38	6851	4704
U137(57)	Deal sheet, first run, Piqua, Ohio, 8/26/38	6852	4705
U137(58)	Deal sheet, first run, Lexington, Ky., 8/26/38	6853	4706
U137(59)	Deal sheet, second run, Lexington, Ky., 8/26/38	6854	4707
U137(60)	Deal sheet, first run, Paris, Ky., 8/26/38	6855	4708
U137(61)	Deal sheet, first run, Ashland, Ohio, 8/26/38	6856	4709
U137(62)	Deal sheet, first run, Bucyrus, O., 8/26/38	6857	4710
U137(63)	Deal sheet, first run, Fostoria, O., 8/26/38	6858	4711
U137(64)	Deal sheet, first run, Mt. Vernon, O., 8/26/38	6859	4712
U137(65)	Deal sheet, first run, Norwalk, O., 8/26/38	6860	4713
U137(66)	Deal sheet, first run, Tiffin, O., 8/26/38	6861	4714
U137(67)	Deal sheet, first run, Van Wert, O., 8/26/38	6862	4715
U137(68)	Deal sheet, first run, Wooster, O., 8/26/38	6863	4716
U137(69)	Deal sheet, first run, Cambridge, Md., 8/26/38	6864	4717
U137(70)	Deal sheet, first run, Easton, Md., 11/10/38	6865	4718
U137(71)	Deal sheet, first run, Federalsburg, Md., 11/10/38	6866	4719
U137(72)	Deal sheet, first run, Hurlock, Md., 11/10/38	6867	4720
U137(73)	Deal sheet, first run, Laurel, Del., 4/17/39	6868	4721
U137(74)	Deal sheet, Milford, Del., 4/17/39	6869	4722
U137(75)	Deal sheet, first run, Salisbury, Md., 10/21/38	6870	4723
U207	Agreement Universal and Schine, 6/27/39	6871	4724
U207(1)	Deal sheet, Universal and Schine, 6/27/39	6872	4725
U207(2)	Deal sheet, Universal and Schine, 6/27/39	6873	4726
U207(3)	Deal sheet, Universal and Schine, 6/27/39	6874	4727
U207(4)	Deal sheet, Universal and Schine, 6/27/39	6875	4728
U207(5)	Deal sheet, Universal and Schine, 6/27/39, Glens Falls, second run	6876	4729
U207(6)	Deal sheet, Universal and Schine, 6/27/39, Gloversville, first run	6877	4730
U207(7)	Deal sheet, Universal and Schine, 6/27/39, Gloversville, second run	6878	4731
U207(8)	Deal sheet, Universal and Schine, 6/27/39, Granville, first run	6879	4732
U207(9)	Deal sheet, Universal and Schine, 6/27/39, Hamilton, first run	6880	4733
U207(10)	Deal sheet, Universal and Schine, 6/27/39, Herkimer, first run	6881	4734
U207(11)	Deal sheet, Universal and Schine, 6/27/39, Hudson Falls, first run	6882	4735
U207(12)	Deal sheet, Universal and Schine, 6/27/39, Ilion, first run	6883	4736
U207(13)	Deal sheet, Universal and Schine, 6/27/39, Little Falls, first run	6884	4737

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
U207(14)	Deal sheet, Universal and Schine, 6/27/39, Malone, first run	6885	4738
U207(15)	Deal sheet, Universal and Schine, 6/27/39, Massena, first run	6886	4739
U207(16)	Deal sheet, Universal and Schine, 6/27/39, Mechanicville, first run	6887	4740
U207(17)	Deal sheet, Universal and Schine, 6/27/39, Norwich, first run	6888	4741
U207(18)	Deal sheet, Universal and Schine, 6/27/39, Ogdensburg, first run	6889	4742
U207(19)	Deal sheet, Universal and Schine, 6/27/39, Oneonta, first run	6890	4743
U207(20)	Deal sheet, Universal and Schine, 6/27/39, Saranac Lake, first run	6891	4744
U207(21)	Deal sheet, Universal and Schine, 6/27/39, Tupper Lake, first run	6892	4745
U207(22)	Deal sheet, Universal and Schine, 6/27/39, Watertown, first run	6893	4746
U207(23)	Deal sheet, Universal and Schine, 6/27/39, Watertown, second run	6894	4747
U207(24)	Deal sheet, Universal and Schine, 6/27/39, Whitehall, first run	6895	4748
U207(25)	Deal sheet, Universal and Schine, 6/27/39, Auburn, first run	6896	4749
U207(26)	Deal sheet, Universal and Schine, 6/27/39, Auburn, second run	6897	4750
U207(27)	Deal sheet, Universal and Schine, 6/27/39, Bath, first run	6898	4751
U207(28)	Deal sheet, Universal and Schine, 6/27/39, Buffalo (Granada), second run	6899	4752
U207(29)	Deal sheet, Universal and Schine, 6/27/39, Buffalo (Riverside) 2nd run	6900	4753
U207(30)	Deal sheet, Universal and Schine, 6/27/39, Canandaigua, first run	6901	4754
U207(31)	Deal sheet, Universal and Schine, 6/27/39, Corning, first run	6902	4755
U207(32)	Deal sheet, Universal and Schine, 6/27/39, Corning, second run	6903	4756
U207(33)	Deal sheet, Universal and Schine, 6/27/39, Cortland, first run	6904	4757
U207(34)	Deal sheet, Universal and Schine, 6/27/39, E. Rochester or Fairport, first and repeat	6905	4758
U207(35)	Deal sheet, Universal and Schine, 6/27/39, Geneva, first run	6906	4759
U207(36)	Deal sheet, Universal and Schine, 6/27/39, Lockport, first run	6907	4760
U207(37)	Deal sheet, Universal and Schine, 6/27/39, Lockport, second run	6908	4761
U207(38)	Deal sheet, Universal and Schine, 6/27/39, Newark, first run	6909	4762
U207(39)	Deal sheet, Universal and Schine, 6/27/39, Oswego, first run	6910	4763

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
U207(40)	Deal sheet, Universal and Schine, 6/27/39, Penn Yan, first run	6911	4764
U207(41)	Deal sheet, Universal and Schine, 6/27/39, Perry, first run	6912	4765
U207(42)	Deal sheet, Universal and Schine, 6/27/39, Rochester, Cameo	6913	4766
U207(43)	Deal sheet, Universal and Schine, 6/27/39, Rochester—Dixie or State	6914	4767
U207(44)	Deal sheet, Universal and Schine, 6/27/39, Rochester—Dixie or State repeat	6915	4768
U207(45)	Deal sheet, Universal and Schine, 6/27/39, Rochester, Grand	6916	4769
U207(46)	Deal sheet, Universal and Schine, 6/27/39, Rochester, Lake	6917	4770
U207(47)	Deal sheet, Universal and Schine, 6/27/39, Rochester—Rivera or Liberty	6918	4771
U207(48)	Deal sheet, Universal and Schine, 6/27/39, Rochester—Liberty repeat	6919	4772
U207(49)	Deal sheet, Universal and Schine, 12/15/39, Rochester, Madison	6920	4773
U207(50)	Deal sheet, Universal and Schine, 12/15/39, Rochester, Monroe	6921	4774
U207(51)	Deal sheet, Universal and Schine, 12/5/40, Rochester—Webster	6922	4775
U207(52)	Deal sheet, Universal and Schine, 12/18/41, Rochester—Webster	6923	4776
U207(53)	Deal sheet, Universal and Schine, 12/18/39, Rochester—West End	6924	4777
U207(54)	Deal sheet, Universal and Schine, 6/27/39, Salamanca, first run	6925	4778
U207(55)	Deal sheet, Universal and Schine, 6/27/39, Seneca Falls, first run	6926	4779
U207(56)	Deal sheet, Universal and Schine, 6/27/39, Syracuse—Palace	6927	4780
U207(57)	Deal sheet, Universal and Schine, 6/27/39 Athens, Ohio—first run	6928	4781
U207(58)	Deal sheet, Universal and Schine, 6/27/39, Corbin, Ky., first run	6929	4782
U207(59)	Deal sheet, Universal and Schine, 6/27/39, Lexington, Ky.—first run	6930	4783
U207(60)	Deal sheet, Universal and Schine, 6/27/39, Lexington, Ky.—second run	6931	4784
U207(61)	Deal sheet, Universal and Schine, 3/4/40, Lexington, Ky. (Opera House) third run	6932	4785
U207(62)	Deal sheet, Universal and Schine, 1/22/41, Lexington, Ky.—(Ada Meade) fourth run	6933	4786
U207(63)	Deal sheet, Universal and Schine, 6/27/39, Maysville, Ky.—first run	6934	4787
U207(64)	Deal sheet, Universal and Schine, 6/27/39, Middlesboro, Ky.—first run	6935	4788
U207(65)	Deal sheet, Universal and Schine, 6/27/39, Paris, Ky.—first run	6936	4789

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
U207(66)	Deal sheet, Universal and Schine, 6/27/39, Piqua, Ohio—first run	6937	4790
U207(67)	Deal sheet, Universal and Schine, 6/27/39, Richmond, Ky.—first run	6938	4791
U207(68)	Deal sheet, Universal and Schine, 6/27/39, Ashland, Ohio—first run	6939	4792
U207(69)	Deal sheet, Universal and Schine, 6/27/39, Bellefontaine, Ohio—first run	6940	4793
U207(70)	Deal sheet, Universal and Schine, 6/27/39, Bowling Green, Ohio—first run	6941	4794
U207(71)	Deal sheet, Universal and Schine, 6/27/39, Bucyrus, Ohio—first run	6942	4795
U207(72)	Deal sheet, Universal and Schine, 6/27/39, Delaware, Ohio—first run	6943	4796
U207(73)	Deal sheet, Universal and Schine, 6/27/39, Fostoria, Ohio—first run	6944	4797
U207(74)	Deal sheet, Universal and Schine, 6/27/39, Kent or Ravenna, first run	6945	4798
U207(75)	Deal sheet, Universal and Schine, 6/27/39, Kent or Ravenna, repeat	6946	4799
U207(76)	Deal sheet, Universal and Schine, 6/27/39, Medina, first run	6947	4800
U207(77)	Deal sheet, Universal and Schine, 6/27/39, Mt. Vernon, first run	6948	4801
U207(78)	Deal sheet, Universal and Schine, 6/27/39, Norwalk, first run	6949	4802
U207(79)	Deal sheet, Universal and Schine, 6/27/39, Tiffin, first run	6950	4803
U207(80)	Deal sheet, Universal and Schine 6/27/39, Van Wert, first run	6951	4804
U207(81)	Deal sheet, Universal and Schine, 6/27/39, Wooster, first run	6952	4805
U207(82)	Deal sheet, Universal and Schine, 6/27/39, Cambridge, Md. first run	6953	4806
U207(83)	Deal sheet, Universal and Schine, 6/27/39, Easton, first run	6954	4807
U207(84)	Deal sheet, Universal and Schine, 6/27/39, Federalsburg, first run	6955	4808
U207(85)	Deal sheet, Universal and Schine, 12/15/39, Hurlock, first run	6956	4809
U207(86)	Deal sheet, Universal and Schine, 6/27/39, Laurel, Del., first run	6957	4810
U207(87)	Deal sheet, Universal and Schine, 6/27/39, Milford, first run	6958	4811
U207(88)	Deal sheet, Universal and Schine, 6/27/39, Salisbury, Md., first run	6955	4812
U207(89)	Deal sheet, Universal and Schine, 12/15/39, St. Michaels, first run	6960	4813
R1	Agreement, RKO and Schine, 11/20/36	6961	4814
R2(1)	Deal sheet, first run, Auburn, N. Y.	6962	4815
R2(2)	Deal sheet, first run, 11/20/36, Bath, N. Y.	6963	4816

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
R2(3)	Deal sheet, first run, 11/20/36, Canandaigua, N. Y.	6964	4817
R2(4)	Deal sheet, first run, 11/20/36, Carthage, N. Y.	6965	4818
R2(5)	Deal sheet, first and second runs, 11/20/36, Corning, N. Y.	6966	4819
R2(6)	Deal sheet, first run, Cortland, N. Y., 11/20/36.	6967	4820
R2(7)	Deal sheet, first run, Geneva, N. Y., 11/20/36.	6968	4821
R2(8)	Deal sheet, first and second runs Glens Falls, N. Y., 11/20/36	6969	4822
R2(9)	Deal sheet, first run, Gloversville N. Y., 11/20/36	6970	4823
R2(10)	Deal sheet, first run, Hamilton, N. Y., 11/20/36.	6971	4824
R2(11)	Deal sheet, first run, Herkimer, N. Y., 11/20/36.	6972	4825
R2(12)	Deal sheet, first run, Hudson Falls, N. Y., 11/20/36	6973	4826
R2(13)	Deal sheet, first run, Little Falls, N.Y., 11/20/36	6974	4827
R2(14)	Deal sheet, first and second runs, Lockport, N. Y., 11/20/36	6975	4828
R2(15)	Deal sheet, first run, Malone, N. Y., 11/20/36.	6976	4829
R2(16)	Deal sheet, first run, Massena, N. Y., 11/20/36.	6977	4830
R2(17)	Deal sheet, first run, Newark, N. Y., 11/20/36.	6978	4831
R2(18)	Deal sheet, first run, Norwich, N. Y., 11/20/36.	6979	4832
R2(19)	Deal sheet, first run, Oneonta, N. Y., 11/20/36.	6980	4833
R2(20)	Deal sheet, first run, Ogdensburg, N. Y., 11/20/36	6981	4834
R2(21)	Deal sheet, first run, Oswego, N. Y., 11/20/36.	6982	4835
R2(22)	Deal sheet, first run, Penn Yan, N. Y., 11/20/36.	6983	4836
R2(23)	Deal sheet, first run, Perry, N. Y., 11/20/36	6984	4837
R2(24)	Deal sheet, first run, Rochester, N. Y., 11/20/36.	6985	4838
R2(25)	Deal sheet, first run, Rochester, N. Y., 11/20/36.	6986	4839
R2(26)	Deal sheet, first run, Rochester, N. Y., 11/20/36.	6987	4840
R2(27)	Deal sheet, first run, Rochester, N. Y., 11/20/36.	6988	4841
R2(28)	Deal sheet, first run, Rochester, N. Y., 11/20/36.	6989	4842
R2(29)	Deal sheet, first run, Rochester, N. Y., 11/20/36.	6990	4843
R2(30)	Deal sheet, first run, Salamanca, N. Y., 11/20/36	6991	4844
R2(31)	Deal sheet, first run, Saranac Lake, N. Y., 11/20/36	6992	4845
R2(32)	Deal sheet, first run, Seneca Falls, N. Y., 11/20/36	6993	4846
R2(33)	Deal sheet, first run, Tupper Lake, N. Y., 11/20/36	6994	4847
R2(34)	Deal sheet, first and second runs, Watertown, N. Y., 11/20/36	6995	4848
R2(35)	Deal sheet, first run, 11/19/36, Ashland, Ohio	6996	4849
R2(36)	Deal sheet, first run, Athens, O., 11/30/36	6997	4850
R2(37)	Deal sheet, first run, Bellefontaine, O., 11/20/36.	6998	4851
R2(38)	Deal sheet, first run, Bucyrus, O., 11/19/36	6999	4852
R2(39)	Deal sheet, first run, Fostoria, O., 11/20/36	7000	4853
R2(40)	Deal sheet, first run, Norwalk, O., 11/19/36	7001	4854
R2(41)	Deal sheet, first run, Piqua, O., 11/30/36	7002	4855
R2(42)	Deal sheet, first run, Van Wert, O., 11/19/36	7003	4856

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
R2(43)	Deal sheet, first run, Wooster, O., 11/19/36	7004	4854
R2(44)	Deal sheet, first run, Paris, Ky., 11/30/36	7005	4858
R2(45)	Deal sheet, first run, Richmond, Ky., 11/30/36	7006	4859
R2(46)	Deal sheet, first run, Tiffin, O., 11/20/36	7007	4860
R2(47)	Deal sheet, subsequent run, Buffalo, N. Y., 11/20/36	7008	4868
R2(48)	Deal sheet, subsequent run, Buffalo, N. Y., 11/20/36	7009	4862
R2(50)	Deal sheet, first run, Mt. Vernon, O., 11/20/36	7010	4863
R2(51)	Deal sheet, first run, Lexington, Ky., 11/30/36	7011	4864
R20	Letter agreement, 10/18/35	7012	4865
R37			
R37(1)	Deal sheet, first run, RKO and Schine, Amsterdam, N. Y., 11/2/36	7013	4866
R37(2)	Deal sheet, second run, Amsterdam, N. Y., 8/15/38	7014	4867
R37(3)	Deal sheet, first run, Ballston, N. Y., 8/15/38	7015	4868
R37(4)	Deal sheet, first run, Glens Falls, N. Y., 8/15/38	7016	4869
R37(5)	Deal sheet, second run, Glens Falls, N. Y., 8/15/38	7017	4870
R37(6)	Deal sheet, first run, Gloversville, N. Y., 8/15/38	7018	4871
R37(8)	Deal sheet, first run, Hamilton, N. Y., 8/15/38	7019	4872
R37(9)	Deal sheet, first run, Herkimer, N. Y., 8/15/38	7020	4873
R37(10)	Deal sheet, first run, Hudson Falls, N. Y., 8/15/38	7021	4874
R37(11)	Deal sheet, first run, Ilion, N. Y., 8/15/38	7022	4875
R37(12)	Deal sheet, first run, Malone, N. Y., 8/15/38	7023	4876
R37(13)	Deal sheet, first run, Massena, N. Y., 8/15/38	7024	4877
R37(14)	Deal sheet, first run, Mechanicville, N. Y., 8/15/38	7025	4878
R37(15)	Deal sheet, first run, Norwich, N. Y., 8/15/38	7026	4879
R37(16)	Deal sheet, first run, Ogdensburg, N. Y., 8/15/38	7027	4880
R37(17)	Deal sheet, first run, Oeonta, N. Y., 8/15/38	7028	4881
R37(18)	Deal sheet, first run, Saranac Lake, N. Y., 8/15/38	7029	4882
R37(19)	Deal sheet, first run, Tupper Lake, N. Y., 8/15/38	7030	4883
R37(20)	Deal sheet, first run, Watertown, N. Y., 8/15/38	7031	4884
R37(21)	Deal sheet, second run, Watertown, N. Y., 8/15/38	7032	4885
R37(22)	Deal sheet, first run, Whitehall, N. Y., 8/15/38	7033	4886
R37(23)	Deal sheet, first run, Auburn, N. Y., 8/15/38	7034	4887
R37(24)	Deal sheet, second run, Auburn, N. Y., 1/11/30	7035	4888
R37(25)	Deal sheet, first run, Bath, N. Y., 8/15/38	7036	4889
R37(26)	Deal sheet, first run, Canandaigua, N. Y., 8/15/38	7037	4890
R37(27)	Deal sheet, first run, Corning, N. Y., 8/15/38	7038	4891
R37(28)	Deal sheet, second run, Corning, N. Y., 8/15/38	7039	4892
R37(29)	Deal sheet, first run, Cortland, N. Y., 8/15/38	7040	4893

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
R37(30)	Deal sheet, first run, Geneva, N. Y., 8/15/38	7041	4894
R37(31)	Deal sheet, first run, Lockport, N. Y., 8/15/38	7042	4895
R37(32)	Deal sheet, second run, Lockport, N. Y., 8/15/38	7043	4896
R37(33)	Deal sheet, first run, Newark, N. Y., 8/15/38	7044	4897
R37(34)	Deal sheet, first run, Penn Yan, N. Y., 8/15/38	7045	4898
R37(35)	Deal sheet, first run, Perry, N. Y., 8/15/38	7046	4899
R37(36)	Deal sheet, subsequent run, Rochester, N. Y., 8/16/38	7047	4900
R37(37)	Deal sheet, RKO and Schine, subsequent run Rochester, N. Y., 8/15/38	7048	4901
R37(38)	Deal sheet, subsequent run, Rochester, N. Y., 8/15/38	7049	4902
R37(39)	Deal sheet, subsequent run, Rochester, N. Y., 8/20/38	7050	4903
R37(40)	Deal sheet, subsequent run, Rochester, N. Y., 8/20/38	7051	4904
R37(41)	Deal sheet, repeat run, Rochester, N. Y., 8/15/38	7052	4905
R37(42)	Deal sheet, first run, Salamanca, N. Y., 8/15/38	7053	4906
R37(43)	Deal sheet, first run, Seneca Falls, N. Y., 8/15/38	7054	4907
R37(44)	Deal sheet, first run, Ashland, O., 8/15/38	7055	4908
R37(45)	Deal sheet, first run, Athens, O., 8/15/38	7056	4909
R37(46)	Deal sheet, first run, Bellefontaine, O., 8/15/38	7057	4910
R37(47)	Deal sheet, first run, Bucyrus, O., 8/15/38	7058	4911
R37(48)	Deal sheet, first run, Delaware, O., 8/15/38	7059	4912
R37(49)	Deal sheet, first run, Fostoria, O., 8/15/38	7060	4913
R37(50)	Deal sheet, first run, Kent or Ravenna, Ohio, 8/15/38	7061	4914
R37(51)	Deal sheet, repeat run, Kent or Ravenna, Ohio, 8/15/38	7062	4915
R37(52)	Deal sheet, first run, Medina, Ohio, 8/15/38	7063	4916
R37(53)	Deal sheet, first run, Mt. Vernon, Ohio, 8/15/38	7064	4917
R37(54)	Deal sheet, first run, Norwalk, O., 8/15/38	7065	4918
R37(55)	Deal sheet, first run, Shelby, Ohio, 8/15/38	7066	4919
R37(56)	Deal sheet, first run, Tiffin, Ohio, 8/15/38	7067	4920
R37(57)	Deal sheet, first run, Van Wert, Ohio, 8/15/38	7068	4921
R37(58)	Deal sheet, first run, Wooster, Ohio, 8/15/38	7069	4922
R37(59)	Deal sheet, first run, Lexington, Ky., 8/15/38	7070	4923
R37(60)	Deal sheet, second run, Lexington, Ky., 8/15/38	7071	4924
R37(61)	Deal sheet, third run, Lexington, Ky., 8/15/38	7072	4925
R37(62)	Deal sheet, first run, Paris, Ky., 8/15/38	7073	4926
R37(63)	Deal sheet, first run, Piqua, Ohio, 8/15/38	7074	4927
R37(64)	Deal sheet, first run, Richmond, Ky., 8/15/38	7075	4928
R37(65)	Deal sheet, first run, Little Falls, N. Y., 8/15/38	7076	4929
R37(66)	Deal sheet, RKO and Schine, first run, East Rochester or Fairport, N. Y., 11/28/39	7077	4930
R37(67)	Deal sheet, fourth run, Lexington, Ky., 4/21/41	7078	4931
R37(68)	Deal sheet, first run, Oswego, N. Y., 10/26/38	7079	4932
R37(69)	Deal sheet, first run, Pikesville, Ky., 3/9/39	7080	4933

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
R37(70)	Deal sheet, first run, Salisbury, Md., 11/3/38	7081	4934
R37(71)	Deal sheet, first run, Hurlock, Md., 10/9/40	7082	4935
R37(72)	Deal sheet, first run, 8/15/38, Cambridge, Md.	7083	4936
R37(73)	Deal sheet, first run, Maysville, Ky., 8/15/38	7084	4937
R37(74)	Deal sheet, first run, Easton, Md., 11/3/38	7085	4938
R37(75)	Deal sheet, first run, Federalsburg, Md., 11/3/38	7086	4939
R37(76)	A-deal sheet, RKO and Schine, first run, Granville, N. Y., 12/27/38	7087	4940
	B-deal sheet RKO and Schine, first run, Granville, N. Y., 12/27/38	7088	4941
		7089	4942
R37(77)	Deal sheet, no run, Carthage, N. Y., 8/15/38		
R37(78)	Deal sheet, RKO and Schine, Rochester, N. Y., 11/28/39	7090	4943
R37(79)	Deal sheet, Rochester, N. Y., 11/28/39	7091	4944
R37(80)	Deal sheet, Rochester, N. Y., 11/28/39	7092	4945
R37(81)	Deal sheet, Rochester, N. Y., 4/1/41	7093	4946
R37(82)	Deal sheet, Syracuse, N. Y., 4/1/41	7094	4947
R37(83)	Deal sheet, Salisbury, Md., 10/9/40	7095	4948
R42	Agreement, RKO and Schine, 10/29/34	7096	4949
R43	Letter, RKO and Schine, 11/1/34	7098	4950
F1	Agreement, Fox and Schine, 8/5/36	7099	4951
F102	Deal sheet, Fox and Schine, 6/17/38, Hamilton, N. Y., 1st run	7103	4955
F103	Deal sheet, Fox and Schine, 6/17/36, Glens Falls, N. Y., 2nd run	7104	4956
F104	Deal sheet, Fox and Schine, 6/17/36, Herkimer, N. Y., 1st run	7105	4957
F105	Deal sheet, Fox and Schine, 6/17/36, Hudson Falls, 1st run	7106	4958
F106	Deal sheet, Fox and Schine, 6/17/36, Little Falls, N. Y	7107	4959
F107	Deal sheet, Fox and Schine, 6/17/36, Malone, N. Y	7108	4960
F108	Deal sheet, Fox and Schine, 6/17/36, Athens, O., 1st run	7109	4961
F109	Deal sheet, Fox and Schine, 6/17/36, Gloversville and Oneonta, 2nd run	7110	4962
F110	Deal sheet, Fox and Schine, 10/27/37, Fostoria, O	7111	4963
F111	Deal sheet, Fox and Schine, 10/11/39, Medina, O	7112	4964
F112	Deal sheet, Fox and Schine, 10/28/36, Watertown, Palace, 3rd run	7113	4965
F113	Deal sheet, Fox and Schine, 8/11/37, Perry, 1st run	7114	4966
F114	Deal sheet, Fox and Schine, 8/11/37, Penn Yan, 1st run	7115	4967
F115	Deal sheet, Fox and Schine, 4/27/37, Ilion, N. Y	7116	4968

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
F193	Agreement, Twentieth Century-Fox and Schine, 6/5/39	7116a	4969
C100	Agreement, Columbia and Schine, 10/17/38	7117	4971
C101	Letter, Columbia to Schine, 11/28/38	7119	4973
C102(1)	Deal Sheet, Columbia and Schine, second run, Auburn, N. Y., 10/17/38	7120	4975
C102(2)	Deal Sheet, first run, Bath, N. Y., 10/17/38	7121	4976
C102(3)	Deal sheet, subsequent run, Buffalo, N. Y., 10/17/38	7122	4977
C102(4)	Deal sheet, subsequent run, Buffalo, N. Y., 10/17/38	7123	4978
C102(5)	Deal sheet, first run, Canandaigua, N. Y., 10/17/38	7124	4979
C102(6)	Deal sheet, first run, Cortland, N. Y., 10/17/38	7125	4980
C102(7)	Deal sheet, first run, Geneva, N. Y., 10/17/38	7126	4981
C102(8)	Deal sheet, first run, Lockport, N. Y., 10/17/38	7127	4982
C102(9)	Deal sheet, second run, Lockport, N. Y., 10/17/38	7128	4983
C102(10)	Deal sheet, first run, Newark, N. Y., 10/17/38	7129	4984
C102(11)	Deal sheet, first run, Oswego, N. Y., 10/17/38	7130	4985
C102(12)	Deal sheet, first run, Penn Yan, N. Y., 10/17/38	7131	4986
C102(13)	Deal sheet, first run, Perry, N. Y., 10/17/38	7132	4987
C102(14)	Deal sheet, subsequent run, Rochester, N. Y., 10/17/38	7133	4988
C102(15)	Deal sheet, Subsequent run, Rochester, N. Y., 10/17/38	7134	4989
C102(16)	Deal sheet, subsequent run, Rochester, N. Y. 10/17/38	7135	4990
C102(17)	Deal sheet, subsequent run, Rochester, N. Y., 10/17/38	7136	4991
C102(18)	Deal sheet, repeat run, Rochester, N. Y., 10/17/38	7137	4992
C102(19)	Deal sheet, subsequent run, Rochester, N. Y., 10/17/38	7138	4993
C102(20)	Deal sheet, repeat run, Rochester, N. Y., 10/17/38	7139	4994
C102(21)	Deal sheet, first run, Salamanca, N. Y. 10/17/38	7140	4995
C102(22)	Deal sheet, first run, Seneca Falls, N. Y., 10/17/38	7141	4996
C102(23)	Deal sheet, "You Can't Take It With You"	7142	4997
C102(24)	Deal sheet, First run, Amsterdam, N. Y., 10/18/38	7144	4999
C102(25)	Deal sheet, first run, Ballston, N. Y., 10/17/38	7145	5000
C102(26)	Deal sheet, first run, Carthage, N. Y., 10/17/38	7146	5001
C102(27)	Deal sheet, first run, Glens Falls, N. Y., 10/17/38	7147	5002
C102(28)	Deal sheet, second run, Glens Falls, N. Y., 10/17/38	7148	5003
C102(29)	Deal sheet, first run, Gloversville, N. Y., 10/17/38	7149	5004
C102(30)	Deal sheet, first run, Hamilton, N. Y., 10/17/38	7150	5005

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
C102(31)	Deal sheet, first run, Herkimer, N. Y., 10/17/38	7151	5006
C102(32)	Deal sheet, first run, Hudson Falls, N. Y., 10/17/38	7152	5007
C102(33)	Deal sheet, first run, Ilion, N. Y., 10/17/38	7153	5008
C102(34)	Deal sheet, first run, Little Falls, N. Y., 10/17/38	7154	5009
C102(35)	Deal sheet, first run, Malone, N. Y., 10/17/38	7155	5010
C102(36)	Deal sheet, first run, Mechanicville, N. Y. 10/17/38	7156	5011
C102(37)	Deal sheet, first run, Norwich, N. Y., 10/17/38	7157	5012
C102(38)	Deal sheet, first run, Ogdensburg, N. Y., 10/17/38	7158	5013
C102(39)	Deal sheet, first run, Oneonta, N. Y., 10/17/38	7159	5014
C102(40)	Deal sheet, first run, Saranac Lake, N. Y., 10/17/38	7160	5015
C102(41)	Deal sheet, first run, Tupper Lake, N. Y., 10/17/38	7161	5016
C102(42)	Deal sheet, first run, Watertown, N. Y., 10/17/38	7162	5017
C102(43)	Deal sheet, second run, Watertown, N. Y., 10/17/38	7163	5018
C102(44)	Deal sheet, first run, Whitehall, N. Y., 10/17/38	7164	5019
C102(45)	Deal sheet, first run, Easton, Md., 10/17/38	7165	5020
C102(46)	Deal sheet, first run, Federalsburg, Md., 10/17/38	7166	5021
C102(47)	Deal sheet, first run, Hurlock, Md., 10/17/38	7167	5022
C102(48)	Deal sheet, first run, Salisbury, Md., 10/17/38	7168	5023
C102(49)	Deal sheet, "You Can't Take It With You," Easton, Hurlock, Federalsburg, and Salisbury	7169	5024
C102(50)	Deal sheet, first run, Athens, Ohio, 10/17/38	7170	5025
C102(51)	Deal sheet, first run, Lexington, Ky., 10/17/38	7171	5026
C102(52)	Deal sheet, third run, Lexington, Ky., 10/17/38	7172	5027
C102(53)	Deal sheet, first run, Maysville, Ky., 10/17/38	7173	5028
C102(54)	Deal sheet, first run, Paris, Ky., 10/17/38	7174	5029
C102(55)	Deal sheet, first run, Piqua, Ohio, 10/17/38	7175	5030
C102(56)	Deal sheet, first run, Richmond, Ky., 10/17/38	7176	5031
C102(57)	Deal sheet, first run, Ashland, Ohio, 10/17/38	7177	5032
C102(58)	Deal sheet, first run, Bellefontaine, Ohio, 10/17/38	7178	5033
C102(59)	Deal sheet, first run, Bucyrus, Ohio, 10/17/38	7179	5034
C102(60)	Deal sheet, first run, Delaware, Ohio, 10/17/38	7180	5035
C102(61)	Deal sheet, first run, Fostoria, Ohio, 10/17/38	7181	5036
C102(62)	Deal sheet, first run, Kent or Ravenna, Ohio, 10/17/38	7182	5037
C102(63)	Deal sheet, repeat run, Kent or Ravenna, 10/17/38	7183	5038
C102(64)	Deal sheet, first run, Norwalk, Ohio, 10/17/38	7184	5039
C102(65)	Deal sheet, first run, Tiffin, Ohio, 10/17/38	7185	5040
C102(66)	Deal sheet, first run, Van Wert, Ohio, 10/17/38	7186	5041
C102(67)	Deal sheet, first run, Wooster, Ohio, 10/17/38	7187	5042

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
C102(68)	Subsequent run, deal sheet, Rochester, N. Y., 12/28/39	7188	5043
C102(69)	Deal sheet, subsequent run, Rochester, N. Y., 12/28/39	7189	5044
C102(70)	Deal sheet, first run, Rochester, N. Y., 12/28/39.	7190	5045
C102(71)	Deal sheet, after fourth run, Syracuse, N. Y., 9/28/39	7191	5046
C102(72)	Deal sheet, first run, Cambridge, Md., 4/11/39.	7192	5047
C102(73)	Deal sheet, first run, Corbin, Ky., 9/28/39	7193	5048
C102(74)	Deal sheet, first and repeat runs, East Rochester or Fairport, N. Y., 9/28/39	7194	5049
C102(75)	Deal sheet, first run, Laurel, Del., 4/11/39	7195	5050
C102(76)	Deal sheet, first run, Maysville, Ky., 10/23/39.	7196	5051
C102(77)	Deal sheet, first run, Middlesboro, Ky., 9/28/39.	7197	5052
C102(78)	Deal sheet, first run, Milford, Del., 4/11/39	7198	5053
C102(79)	Deal sheet, second run, Lexington, Ky., 3/4/40.	7199	5054
C102(80)	Deal sheet, "You Can't Take It With You," 10/17/38	7200	5055
C102(81)	Deal sheet, first run, Bowling Green, Ohio, 9/29/39	7201	5056
C180	Agreement, Columbia and Schine, 11/19/40	7202	5057
C181(1)	Deal sheet, first run, Bath, N. Y., 11/19/40	7205	5061
C181(2)	Deal sheet, subsequent run, Buffalo, N. Y., 11/19/40	7206	5062
C181(3)	Deal sheet, subsequent run, Buffalo, N. Y., 11/19/40	7207	5063
C181(4)	Deal sheet, first run, Canandaigua, N. Y., 11/19/40	7208	5064
C181(5)	Deal sheet, first run, Corning, N. Y., 11/19/40.	7209	5065
C181(6)	Deal sheet, first run, Cortland, N. Y., 11/19/40.	7210	5066
C181(7)	Deal sheet, first run, East Rochester or Fairport, N. Y., 11/19/40	7211	5067
C181(8)	Deal sheet, repeat run, East Rochester or Fairport, N. Y., 11/19/40	7212	5068
C181(9)	Deal sheet, first run, Geneva, N. Y., 11/19/40.	7213	5069
C181(10)	Deal sheet, first run, Lockport, N. Y., 11/19/40.	7214	5070
C181(11)	Deal sheet, second run, Lockport, N. Y., 11/19/40	7215	5071
C181(12)	Deal sheet, first run, Newark, N. Y., 11/19/40.	7216	5072
C181(13)	Deal sheet, first run, Oswego, N. Y., 11/19/40.	7217	5073
C181(14)	Deal sheet, first run, Penn Yan, N. Y., 11/19/40.	7218	5074
C181(15)	Deal sheet, first run, Perry, N. Y., 11/19/40	7219	5075
C181(16)	Deal sheet, subsequent run, Rochester, N. Y., 11/19/40	7220	5076
C181(17)	Deal sheet, second run, Rochester, N. Y., 11/19/40	7221	5077
C181(18)	Deal sheet, subsequent run, Rochester, N. Y., 11/19/40	7222	5078
C181(19)	Deal sheet, subsequent run, Rochester, N. Y., 11/19/40	7223	5079

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
C181(20)	Deal sheet, subsequent run, Rochester, N. Y., 11/19/40	7224	5080
C181(21)	Deal sheet, subsequent run, Rochester, N. Y., 11/19/40	7225	5081
C181(22)	Deal sheet, subsequent run, Rochester, N. Y., 11/19/40	7226	5082
C181(23)	Deal sheet, second run, Rochester, N. Y., 11/19/40	7227	5083
C181(24)	Deal sheet, second run, Rochester, N. Y., 11/19/40	7228	5084
C181(25)	Deal sheet, subsequent run, Rochester, N. Y., 11/19/40	7229	5085
C181(26)	Deal sheet, subsequent run, Rochester, N. Y., 11/19/40	7230	5086
C181(27)	Deal sheet, first run, Salamanca, N. Y., 11/19/40	7231	5087
C181(28)	Deal sheet, first run, Seneca Falls, N. Y., 11/19/40	7232	5088
C181(29)	Deal sheet, first run, Cambridge, Md., 11/19/40.	7233	5089
C181(30)	Deal sheet, first run, Easton, Md., 11/19/40	7234	5090
C181(31)	Deal sheet, first run, Federalsburg, Md., 11/19/40	7235	5091
C181(32)	Deal sheet, first run, Milford, Del., 11/19/40	7236	5092
C181(33)	Deal sheet, first run, Salisbury, Md., 11/19/40.	7237	5093
C181(34)	Deal sheet, first run, Salisbury, Md., 10/8/40	7238	5094
C181(35)	Deal sheet, first run, Ashland, Ohio, 11/19/40	7239	5095
C181(36)	Deal sheet, first run, Bellefontaine, Ohio, 11/19/40	7240	5096
C181(37)	Deal sheet, first run, Bowling Green, Ohio, 11/19/40	7241	5097
C181(38)	Deal sheet, first run, Bucyrus, Ohio, 11/19/40	7242	5098
C181(39)	Deal sheet, first run, Delaware, Ohio, 11/19/40.	7243	5099
C181(40)	Deal sheet, first run, Fostoria, Ohio, 11/19/40	7244	5100
C181(41)	Deal sheet, first run, Kentor Ravenna, Ohio, 11/19/40	7245	5101
C181(42)	Deal sheet, repeat run, Kent or Ravenna, Ohio, 11/19/40	7246	5102
C181(43)	Deal sheet, first run, Norwalk, Ohio, 11/19/40	7247	5103
C181(44)	Deal sheet, first run, Tiffin, Ohio, 11/19/40	7248	5104
C181(45)	Deal sheet, first run, Van Wert, Ohio, 11/19/40.	7249	5105
C181(46)	Deal sheet, first run, Athens, Ohio, 11/19/40	7250	5106
C181(47)	Deal sheet, first run, Corbin, Ky., 11/19/40	7251	5107
C181(48)	Deal sheet, second run, Harlan, Ky., 11/19/40.	7252	5108
C181(49)	Deal sheet, first run, Lexington, Ky., 11/19/40.	7253	5109
C181(50)	Deal sheet, second run, Lexington, Ky., 11/19/40	7254	5110
C181(51)	Deal sheet, third run, Lexington, Ky., 11/19/40.	7255	5111
C181(52)	Deal sheet, second run on "Mr. Smith Goes to Washington," Lexington, Ky., 11/19/40	7256	5112
C181(53)	Deal sheet, first run, Maysville, Ohio, 11/19/40.	7257	5113
C181(54)	Deal sheet, first run, Middlesboro, Ky., 11/19/40	7258	5114

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
C181(55)	Deal sheet, first run, Paris, Ky., 11/19/40	7259	5115
C181(56)	Deal sheet, first run, Piqua, Ohio, 11/19/40	7260	5116
C181(57)	Deal sheet, first run, Richmond, Ky., 11/19/40	7261	5117
C181(58)	Deal sheet, first run, Amsterdam, N. Y., 11/19/40	7262	5118
C181(59)	Deal sheet, first run, Ballston, N. Y., 11/19/40	7263	5119
C181(60)	Deal sheet, first run, Carthage, N. Y., 11/19/40	7264	5120
C181(61)	Deal sheet, first run, Glens Falls, N. Y., 11/19/40	7265	5121
C181(62)	Deal sheet, second run, Glens Falls, N. Y., 11/19/40	7266	5122
C181(63)	Deal sheet, first run, Gloversville, N. Y., 11/19/40	7267	5123
C181(64)	Deal sheet, second run, Gloversville, N. Y., 11/19/40	7268	5124
C181(65)	Deal sheet, first run, Granville, N. Y., 1/23/41	7269	5125
C181(66)	Deal sheet, first run, Hamilton, N. Y., 11/19/40	7270	5126
C181(67)	Deal sheet, first run, Herkimer, N. Y., 11/19/40	7271	5127
C181(68)	Deal sheet, first run, Hudson Falls, N. Y., 11/19/40	7272	5128
C181(69)	Deal sheet, first run, Ilion, N. Y., 11/19/40	7273	5129
C181(70)	Deal sheet, first run, Little Falls, N. Y., 11/19/40	7274	5130
C181(71)	Deal sheet, first run, Malone, N. Y., 11/19/40	7275	5131
C181(72)	Deal sheet, first run, Mechanicville, N. Y., 1/23/41	7276	5132
C181(73)	Deal sheet, first run, Odgensburg, N. Y., 11/19/40	7277	5133
C181(74)	Deal sheet, first run, Oneonta, N. Y., 11/19/40	7278	5134
C181(75)	Deal sheet, first run, Saranac Lake, N. Y., 11/19/40	7279	5135
C181(76)	Deal sheet, first run, Tupper Lake, N. Y., 11/19/40	7280	5136
C181(77)	Deal sheet, first run, Watertown, N. Y., 11/19/40	7281	5137
C181(78)	Deal sheet, second run, Watertown, N. Y., 11/19/40	7282	5138
C181(79)	Deal sheet, first run, Whitehall, N. Y., 11/19/40	7283	5139
S73	Agreement, Palace Lockport Corporation, et al. and N. Dipson, et al., 10/10/36	7284	5141
S74	Agreement, Jack Frisch, et al. and J. M. Schine, et al., 1/11/39	7285	5141
S75	Agreement, Charles Brown, et al., and Phoenix Amusement Company, 1/14/39	7286	5142
D1	Letter, Long to Schmertz, Fox, 11/8/35	7287	5143
D2	Letter, Long to McEvoy, RKO, 10/30/35	7288	5144
D3	Letter, Long to Schmertz, Fox, 4/4/35	7289	5145
D4	Letter, Long to Manager, RKO, 4/14/35	7290	5146
D5	Letter, Long to Drew, MGM, 4/20/38	7291	5147
D6	Letter, Drew to Long, 4/12/38	7292	5148
D7	Letter, Long to Mgr., Warners, 4/14/35	7293	5149

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
D8	Letter, Long to McEvoy, RKO, 10/7/35	7294	5150
D9	Letter, Long to McEvoy, RKO, 10/30/35	7295	5151
D10	Contract recommendation for Memorial Theatre, Mt. Vernon, Ohio, 9/8/37	7296	5152
D12	Letter, Himmelein, Paramount, to Mrs. Moore, 1/5/36	7299	5153
D13	Letter, Moore to Silverman, 4/12/36	7300	5153
D14	Letter, Moore to May, 4/13/36	7302	5154
D15	Letter, Moore to Lazar, 5/12/36	7304	5154
D16	Letter, Moore to Lichter, (Fox) 6/1/36	7305	5155
D25	Contract, Angelas and Norwalk Theatre Corp., 5/19/39	7307	5155
D27	Letters, 1/18/40 and 2/3/40—United Artists to A. Felice	7311	5159
D38	Letter, 8/24/35, Charnas to Paramount	7313	5161
D43	Copy of resolution of stockholders of Bellefontaine Amusement Co.	7314	5161
D44	Agreemeht between Daniel Gutilla and Bellefontaine Amusement Co., 7/28/31	7315	5162
D46	Agreement, March 18, 1937, Yudelewitz, Willis and Belpik Theatre Corp. re lease of Princess and proposed new theatre	7317	5162
D50	Letter, Kaplan to Grafiades, 1/16/34	7320	5165
D51	Telegram, 1/30/34, Lichtman to Reliance	7321	5166
D52	Telegram, 1/31/34, Lichtman to Reliance	7322	5166
D53	Telegram, 2/26/34, Lichtman to Reliance	7323	5166
D54	Telegram, 5/10/34, Lichtman to Reliance	7324	5167
D55	Telegram, 6/12/34, Lichtman to Reliance	7325	5167
D56	Letter, 6/14/34, Bykowski to Grafiades	7326	5167
D57	Telegram, 6/23/34, Lichtman to Reliance	7327	5168
D58	Letter, 11/7/34, U. A. to Grafiades	7328	5168
D59	Letter, 1/18/35, Bykowski to Grafiades	7329	5169
D60	Letter, 9/21/35, Kaplan to Dickinson	7330	5169
D61	Letter, 11/13/35, Kelly to Reliance	7331	5170
D116	Photostat of Syracuse Post-Standard, Sept. 18, 1941	7332	5170
D120	Copy of letter, Lux to Wallace, 10/16/41	7333	5171
D122	Photograph of Capitol Theatre, Auburn, about 1/1/39	7334	5172
D130	Letter, Wallace to Paramount, 7/4/32	7335	5173
D131	Letter, Wallace to U. A., 6/22/23	7336	5174
D132	Letter, Fox to Wallace, 1/27/39	7338	5175
D133	Copy of letter, Boumansour to Department of Justice, April 4, 1941	7337	5176
D137	Salesman's report, 2/4/37, by Struwe	7339	5176
D138	Photograph of Smalley billboard on Gloversville, Johnstown road	7340	5176
D139	Photograph of Smalley billboard in Gloversville	7341	5176
D143	Letter, Picker to Smalley, 6/3/40	7342	5177
D144	Letter, Moross to Smalley, 11/13/39	7343	5178

EXHIBITS PRINTED IN FULL—Continued

		Original	Print
D145	Advertisement of Smalley's Norwich Theatre	7344	5179
D146	Photograph of Smalley's Norwich billboard showing 10¢–20¢ prices, Jan. 1942	7345	5180
D148B	Letter attached to contract of 7/13/35, Brand to Mooney	7346	5181
D148C	Agreement, 7/13/35, signed for Vitagraph by W. J. Brandt and State Bucyrus Co. by M. Bryer	7347	5181
D148E	Notification of cancellation, 12/2/35, house taken over by Schine. New contract cancels contract No. 4447 dated 7/13/35 attached to contract exhibit 148D re First National Product	7348	5182
D148F	Same for Warner product	7349	5182
D150	Memorandum showing cost of acquisition and improvements to various Schine theatres, etc.	7350	5183
D153	Copy of ordinance No. A of Board of Council, City of Paris, 10/5/37	7356	5185
D153A	Permit from City of Paris, 10/7/37	7358	5187
D154	Photostat of page from Bucyrus Telegraph—Forum, 9/6/35 showing advertisement of "Page Miss Glory" at State Theatre	7359	5188

[fol. 6520e]

EXHIBIT 959

United Artists

Clearances

(1940-41)

Buffalo Territory

Auburn (Auburn, Jefferson or Palace): 30 days ahead of Skaneateles and Weedsport.

(Jefferson or Palace) Second run. 60 days over third run.

Bath (Babcock): 30 days ahead of Hammondsport, Cohocton, Prattsburg and Savonia.

Buffalo (Granada): 14 days ahead of Varsity, Central Park and Little Kensington and Williamsville. Open booking with Kenmore. 4 days over New Amherst. See letter 12/18/41 to S. Lehman.

(Riverside) Immediately after Shea's North Park. 14 days ahead of Unity, Jubilee, Kenmore, N. Y., Rialto, Circle, Senate, Allendale, Marlowe, Park and Pastime.

Canandaigua (Playhouse or New House): 14 days ahead of Naples, N. Y. 30 days ahead of Clifton Spgs.

Carthage (Strand): 90 days over City of Carthage. 14 days over Lowville.

Corning (Fox, Palace or State): 30 days ahead of Painted Post and Addison. 60 days over City of Corning.

(State or Palace) Second run. 60 days over third run.

Cortland (State or Temple): 30 days ahead of Marathon, Groton, Homer, McGrawsville, Tully and Moravia.

Geneva (Geneva or Regent): 30 days ahead of Lyons, Waterloo, Palmyra, Clifton Springs, Manchester, Phelps and Clyde.

Lockport (Palace, Rialto or Hi-Art): 30 days ahead of Newfane and Middleport.

(Rialto or Hi-Art) Second run.

Newark (Capitol): 14 days ahead of Lyons and Palmyra. 14 days ahead of Clyde.

Oswego (Strand or Capitol): 30 days ahead of Minetto and Mexico. 14 days ahead of Fulton, 5 days ahead of Pulaski.

Penn Yan (Elmwood): 30 days ahead of Dundee.

Rochester (Cameo): 14 days ahead of Lyric, Empress

and Rivoli. Immediately after Madison and Monroe Theatres.

(Grand) Immediately after Fenyvessy's Madison and Monroe Theatres. Open booking with Strand. 14 days ahead of Embassy and Empire Theatres.

Buffalo Territory, #2

[fol. 6520f] Rochester:

(Lake): 7 days after Madison and Monroe Theatres.

(Riviera or Liberty): Second run. 14 days ahead of Hudson, Aster, Hub, Sea Breeze, N. Y. 21 days over subsequent runs. 30 days ahead of Lake and Hollywood Theatres.

(Liberty—repeat): Second run. To be played within 21 days clearance of Riviera.

(Madison): After Riviera, Liberty, State, Dixie and Capitol. 7 days ahead of other subsequent runs. 4 days ahead of Webster Theatre.

(Monroe). After Riviera, Liberty, State, Dixie and Capitol. 7 days ahead of other subsequent runs. 4 days ahead of Webster Theatre.

(State or Dixie): Second run. 21 days over subsequent runs. 30 days ahead of Plaza Theatre. 14 days ahead of Webster Theatre.

(State or Dixie—Repeat): Second run. To be played within the 21 days clearance of Dixie or State. 14 days ahead of Webster Theatre, Plaza and Culver Theatres.

(West End): Open booking with Arnett Theatre.

Salamanca (Andrews or New House): 30 days ahead of Little Valley, Randolph, Ellicottsville and Franklinville. Open booking with Olean.

Seneca Falls (Strand): 30 days ahead of Waterloo. 120 days over second run.

Watertown (Avon, Olympic or Palace): 30 days ahead of Adams, Sackets Harbor, Antwerp, Philadelphia, Dexter and Theresa. 60 days over second run. (Olympic or Palace): Second run. 30 days ahead of third run.

East Rochester or Fairport (Rialto or Temple): 30 days after first run Rochester.

Syracuse (Palace): 7 days after fourth run. Open booking with Acme, Globe and Shiller Park. Ahead of East Syracuse.

It is understood and agreed that the above clearances apply to the 1940-41 contracts and approval of the contracts is an automatic approval of the above clearances.

United Artists Corp., By: B. M. Stearn. Schine Enterprises Corp., By: ——.

[fols. 6521-6522] EXHIBIT 980

1st Run

Saint's Vacation, 6/6—200
They Meet Again, 7/11—200
Hurry Charlie Hurry, 7/25—200
Flying Down to Rio—200

2nd Run

They Meet in Argentina—now—100.00
Reluctant Dragon—now—200
Jungle Cavalcade X OK, 9/28—150
Snow White—25%—1000.
4 Academy—25¢

[fols. 6523-6524] Sept. 20-23—Jungle Cavalcade, 9/28
Flying Down to Rio
Sept. 24-26.
Sept. 20-23—300
Sept. 24-26—Argentina-Hurry Charlie—200-25
Sept. 27-30
(Tom, Dick, Harry, Oct-15-) Oct. 4-7
Citizen Kane.—Oct. 8-10
All That Money Can Buy, Parachute Bat-allion
Father Talks, Oct. 11-14. Lady Lucifer, Oct. 15-17
Tom Dick Harry, Sub. 100.

[fol. 6525] EXHIBIT 985

June 30, 1941

Estate of Norman L. Bates
Florence M. Bates, Co-Adm'r.
Oswego, New York

Gentlemen:

You are hereby advised that the undersigned elects to exercise its option, contained in that certain agreement,

dated June 17, 1940, extending the lease covering the premises known as the Richardson Theatre, Oswego, New York, to extend said lease for a further period of one year from the expiration of the present term as extended, to wit: July 31, 1941.

You are further advised that said lease is, pursuant to the foregoing exercise of option, extended for one year from August 1, 1941 to July 31, 1942.

Very truly yours,

G.-C. Theatre Corp.
By J. Guy Selms, Vice Pres.

[fol. 6526] EXHIBIT 986

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

Civil Action. No. 223

UNITED STATES OF AMERICA, Plaintiff,

against

SCHINE CHAIN THEATRES, INC., et al., Defendants

STIPULATION

It Is Hereby Stipulated and Agreed by and between counsel for the plaintiff and counsel for defendants that a representative of Paramount Pictures, Inc., if called, would testify that the following 1932-33, 1933-34 and 1934-35 feature pictures released by Paramount Pictures, Inc. were exhibited in Auburn, New York, at the theatre and for the film rental and by the exhibitor set opposite the name of each picture.

First Run—1932-33

Feature Title	Theatre	Film Rental Paid	Exhibitor
Guilty as Hell	Strand	$135.00	Central New York Theatres
Devil and the Deep	Strand	135.00	"
Horse Feathers	Jefferson	385.94	"
Love Me Tonight	Jefferson	187.00	"
70,000 Witnesses	Strand	135.00	"
Blonde Venus	Jefferson	305.31	"
Movie Crazy	Strand	377.53	"
Night of June 13	Strand	137.50	"
Heritage of the Desert	Strand	135.00	"
The Phantom President	Jefferson	279.16	"
Madison Square Garden	Strand	140.00	"
[fol. 6527]			
Night after Night	Strand	135.00	"
Hot Saturday	Strand	135.00	"
The Big Broadcast	Jefferson	383.13	"
Trouble in Paradise	Jefferson	102.58	"
A Farewell to Arms	Jefferson	339.31	"
He Learned about Women	Strand	135.00	"
Evenings for Sale	Strand	128.00	"
Wild Horse Mesa	Strand	130.00	"
If I had a Million	Jefferson	213.19	"
Undercover Man	Jefferson	140.50	"
The Devil is Driving	Jefferson	133.50	"
Madame Butterfly	Jefferson	167.60	"
Island of Lost Souls	Strand	150.23	"
No Man of Her Own	Jefferson	320.81	"
Sign of Cross	Jefferson	348.16	"
Billion Dollar Scandal	Strand	135.00	"
Tonight is Ours	Jefferson	172.45	"
The Mysterious Rider	Strand	135.00	"
She Done Him Wrong	Jefferson	287.12	"
Luxury Liner	Jefferson	140.50	"
The Woman Accused	Jefferson	140.50	"
Hello Everybody	Strand	196.13	"
Crime of the Century	Strand	135.00	"
From Hell to Heaven	Strand	135.00	"
[fol. 6528]			
A Lady's Profession	Jefferson	140.50	Central New York Theatres
Strictly Personal	Jefferson	135.00	Schine Theatre Co. Inc.
Pick Up	Jefferson	340.68	Central New York Theatres Corp.
Under the Tonto Rim	Strand	135.00	"
Murder in the Zoo	Strand	135.00	"
King of the Jungle	Jefferson	231.90	"
Terror Aboard	Strand	135.00	Schine Theatre Co. Inc.
A Bedtime Story	Jefferson	177.61	"
Story of Temple Drake	Strand	135.00	"
Song of Eagle	Strand	137.50	"
I Love that Man	Strand	137.50	"
Supernatural	Capitol	55.00	Auburn Capitol Theatre Corp.
Sunset Pass	Jefferson	135.00	Schine Theatre

First Run—1932-33

Feature Title	Theatre	Film Rental Paid	Exhibitor
Eagle & Hawk	Jefferson	140.50	Co. Inc.
International House	Jefferson	144.00	"
The Girl in 419	Capitol	55.00	Auburn Capitol Theatre Corp.
enny Gerhardt	Strand	137.50	Schine Theatre Co. Inc.
Gambling Ship	Capitol	55.00	Auburn Capitol Theatre Corp.
College Humor	Jefferson	372.42	Schine Theatre Corp.
Man of the Forest	Capitol	55.00	Auburn Capitol Theatre Corp.
Disgraced	Capitol	55.00	"
Mama Loves Papa	Capitol	55.00	"
[fol. 6529]			
Her Bodyguard	Strand	135.00	Schine Theatre Corp.
Midnight Club	Jefferson	140.50	"
Totals		$10,166.76	

Recapitulation

40 pictures	Central New York Theatres	$7,774.23
13 "	Schine Theatre Co. Inc.	2,062.53
6 "	Auburn Capitol Theatre Corp.	330.00
		$10,166.76

First Run—1933-34

Three Cornered Moon	Capitol	$80.00	Auburn Capitol Theatre Corp.
Song of Songs	"	80.00	"
Big Executive	"	80.00	"
This Day & Age	"	80.00	"
To the Last Man	"	80.00	"
One Sunday Afternoon	"	80.00	"
Torch Singer	"	178.79	"
Too Much Harmony	"	362.49	"
Golden Harvest	"	80.00	"
I'm no Angel	"	566.71	"
Tillie and Gus	"	80.00	"
The Way to Love	"	80.00	"
Take a Chance	"	133.55	"
Hell and High Water	"	80.00	"
White Woman	"	80.00	"
[fol. 6530]			
Cradle Song	Capitol	$80.00	Auburn Capitol Theatre Corp.
Duck Soup	"	302.74	"
Sitting Pretty	"	280.37	"
Thundering Herd	"	80.00	"
Lone Cowboy	"	130.00	"
Girl Without a Room	"	80.00	"
Alice in Wonderland	"	198.90	"
Design for Living	"	174.90	"
Eight Girls in a Boat	"	80.00	"
Miss Fane's Baby is Stolen	"	145.46	"

First Run—1933-34

Feature Title	Theatre	Film Rental Paid	Exhibitor
His Double Life	"	80.00	"
All of Me	"	212.15	"
Four Frightened People	"	229.48	"
The Last Round-Up	"	80.00	"
Search for Beauty	"	139.84	"
Six of a Kind	"	207.07	"
Good Dame	"	171.35	"
Bolero	"	154.78	"
No More Women	"	234.58	"
She Made Her Bed	"	80.00	"
Wharf Angel	"	80.00	"
Come on Marines	"	162.80	"
Death Takes a Holiday	"	166.08	"
You're Telling Me	"	80.00	"
Trumpet Blows	"	148.50	"
Melody in Spring	"	130.00	"

[fol. 6531]

We're not Dressing	Capitol	209.02	Auburn Capitol Theatre Corp.
The Witching Hour	"	80.00	"
Double Door	"	80.00	"
Private Scandal	"	143.04	"
Thirty Day Princess	"	174.64	"
Murder at the Vanities	"	223.86	"
Little Miss Marker	"	163.51	"
Many Happy Returns	"	325.95	"
The Great Flirtation	"	80.00	"
Here Comes the Groom	"	80.00	"
Shoot the Works	"	273.10	"
It Ain't No Sin	"	527.69	"
Kiss and Make-Up	"	130.00	"
The Old Fashioned Way	"	130.00	"
Notorious Sophie Long	"	130.00	"
Elmer & Elsie	"	80.00	"

Recapitulation

57 pictures	Auburn Capitol Theatre Corp.	$8,861.35

First Run—1934-35

Ladies Should Listen	Palace	$117.50	Mamyer Corp.
She Loves Me Not	Jefferson	363.87	"
Crime without Passion	Palace	117.50	"
You Belong to Me	Strand	117.50	"
Now and Forever	Jefferson	476.48	"

[fol. 6532]

The Scarlet Empress	Palace	117.50	Mamyer Corp.
Wagon Wheels	Strand	117.50	"
Lemon Drop Kid	Strand	117.50	"
Cleopatra	Jefferson	205.38	"
Ready for Love	Strand	117.50	"
Mrs. Wiggs of the Cabbag. Patch	Jefferson	523.64	"
Menace	Strand	117.50	"
Limehouse Blues	Jefferson	117.50	"
Pursuit of Happiness	Strand	117.50	"
College Rhythm	Jefferson	427.70	"
It's a Gift	Strand	117.50	"
Behold my Wife	Jefferson	117.50	"

First Run—1934-35

Feature Title	Theatre	Film Rental Paid	Exhibitor
One Hour Late	Palace	117.50	"
Home on the Range	Strand	117.50	"
Father Brown, Detective	Strand	117.50	"
Here is My Heart	Jefferson	325.97	"
The President Vanishes	Strand	117.50	"
The Lives of a Bengal Lancer	Jefferson	448.48	"
The Gilded Lily	Jefferson	272.34	"
Wings in the Dark	Jefferson	117.50	"
Rocky Mountain Mystery	Palace	117.50	"
Rumba	Jefferson	117.50	"
All the King's Horses	Palace	117.50	"
Car 99	Palace	117.50	"
Ruggles of Red Gap	Jefferson	219.65	"

[fol. 6533]

First Run—1932-33

Feature Title	Theatre	Film Rental Paid	Exhibitor
Love in Bloom	Palace	117.50	Mamyer Corp.
Mississippi	Jefferson	501.76	"
McFadden's Flats	Jefferson	117.50	"
Hold 'Em Yale	Palace	117.50	"
Private Worlds	Jefferson	188.26	"
Four Hours to Kill	Palace	117.50	"
Stolen Harmony	Palace	146.30	"
The Devil is a Woman	Palace	117.50	"
Going to Town	Jefferson	417.24	"
People will Talk	Jefferson	117.50	"
The Glass Key	Palace	117.50	"
Scoundrel	Palace	117.50	"
The Virginian	Capitol	105.00	Auburn Capitol Theatre Corp.
College Scandal	Palace	117.50	Mamyer Corp.
Men without Names	Palace	117.50	"
Paris in Spring	Palace	117.50	"
Dr. Jekyll & Mr. Hyde	Capitol	80.00	Auburn Capital Theatre Corp.
Shanghai	Jefferson	117.50	Mamyer Corp.
Smart Girl	Palace	117.50	"
Man on the Flying Trapeze	Jefferson	117.50	"
Accent on Youth	Palace	117.50	"
	Totals	$8,932.07	

[fol. 6534-6535]

First Run—1934-35 cont'd

Recapitulation

49 pictures	Mamyer Corp.	$8,747.07
2 pictures	Auburn Capitol Theatre Corp.	185.00
		$8,932.07

Dated: Buffalo, New York,
October 17, 1944.

Robert L. Wright
Counsel for the Plaintiff
Edward F. McClennen
Willard S. McKay
Counsel for the Defendants

[fol. 6536] EXHIBIT 987

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

Civil Action #223

STIPULATION

UNITED STATES OF AMERICA, Plaintiff,

against

SCHINE CHAIN THEATRES, INC., et al., Defendants.

It is hereby stipulated and agreed by and between the attorneys for the parties hereto that if a representative of Twentieth Century-Fox Film Corporation were called, he would testify that the gross film rental, inclusive of rental from short subject pictures, received by Twentieth Century-Fox Film Corporation from the theatres understood to compose the Schine Circuit, for the motion picture seasons 1935-36 to and including 1939-40, is as follows:

1935-36	$290,000,	approximately,
1936-37	325,000,	"
1937-38	335,000,	"
1938-39	350,000,	"
1939-40	330,000,	"

Dated: Buffalo, New York, October 27, 1944.

Robert L. Wright, Counsel for the Plaintiff
Edward F. McClennen, Willard S. McKay, Counsel for the Defendants.

[fol. 6537] EXHIBIT 988

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

Civil Action #223

STIPULATION

UNITED STATES OF AMERICA, Plaintiff,

against

SCHINE CHAIN THEATRES, INC., et al., Defendants.

It is hereby stipulated and agreed by and between the attorneys for the parties hereto that if a representative of Loew's Incorporated were called, he would testify that the gross film rental for features received by Loew's Incorporated from the theatres understood to compose the Schine Circuit for the periods ending on the dates shown below were approximately as follows:

52 weeks ended August 27, 1936 - - -	$265,000
52 weeks ended August 26, 1937 - - -	315,000
53 weeks ended September 1, 1938 - -	340,000
52 weeks ended August 31, 1939 - - -	455,000
52 weeks ended August 29, 1940 - - -	445,000

Dated: Buffalo, New York, October 25, 1944

Robert L. Wright, Attorney for the Plaintiff
Edward F. McClennen, Willard S. McKay, Attorneys for the Defendant.

[fol. 6538] EXHIBIT 989

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

Civil Action #223

STIPULATION

UNITED STATES OF AMERICA, Plaintiff,

against

SCHINE CHAIN THEATRES, INC., et al., Defendants.

It is hereby stipulated and agreed by and between the attorneys for the parties hereto that if a representative of Paramount Pictures Inc. were called, he would testify that the gross film rental received by Paramount Pictures Inc. for features from the theatres understood to compose the Schine Circuit, for the motion picture seasons 1934-35 to and including 1939-40, is as follows:

1934-35	$155,000,	approximately
1935-36	210,000,	"
1936-37	260,000,	"
1937-38	265,000,	"
1938-39	290,000,	"
1939-40	300,000	"

Dated: Buffalo, New York, October 23, 1944.

Robert L. Wright, Counsel for the Plaintiff,
Edward F. McClennen, Willard S. McKay, Counsel for the Defendants.

[fol. 6539] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

Civil Action #223

UNITED STATES OF AMERICA, Plaintiff,

against

SCHINE CHAIN THEATRES, INC., et al., Defendants

STIPULATION

It is hereby stipulated and agreed by and between the attorneys for the parties hereto that if a representative of RKO Radio Pictures, Inc. were called, he would testify that the gross film rental, inclusive of rental from short subject pictures, received by RKO Radio Pictures, Inc. from the theatres understood to compose the Schine Circuit, for the motion picture seasons 1935-36 to and including 1939-40, is as follows:

1935-36	$140,000, approximately,
1936-37	155,000, approximately,
1937-38	190,000, approximately,
1938-39	195,000, approximately,
1939-40	235,000, approximately.

Dated Buffalo, New York, October 23, 1944.

Robert Z. Wright, Counsel for the Plaintiff. Edward F. McClennen, Willard S. McKay, Counsel for the Defendants.

[fol. 6540] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

Civil Action #223

UNITED STATES OF AMERICA, Plaintiff,

against

SCHINE CHAIN THEATRES, INC., et al., Defendants

STIPULATION

It is hereby stipulated and agreed by and between the attorneys for the parties hereto that if a representative of Vitagraph, Inc. were called, he would testify that the

gross film rental received by Vitagraph, Inc. for features from the theatres understood to compose the Schine Circuit, for the motion picture seasons 1934-35 to and including 1939-40, is as follows:

1934-35	$155,000, approximately
1935-36	195,000, approximately
1936-37	235,000, approximately
1937-38	225,000, approximately
1938-39	250,000, approximately
1939-40	255,000, approximately

Dated Buffalo, New York, October 23, 1944.

Robert L. Wright, Counsel for the Plaintiff. Edward F. McClennen, Willard S. McKay, Counsel for the Defendants.

[fol. 6541] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, Plaintiff,

against

SCHINE CHAIN THEATRES, INC., et al., Defendants

It is hereby stipulated and agreed by and between the attorneys for the respective parties hereto that if an officer of Universal Pictures Company, Inc. having knowledge of the facts were called as a witness in this action he would testify as follows:

1. J. Myer Schine was elected as one of two directors of said corporation at the annual meeting of the stockholders thereof on April 19, 1934 by the votes of the First Preferred Stockholders and that he was re-elected as such director by the votes of the First Preferred Stockholders at every annual meeting thereafter until March 3, 1938, at which time he tendered his resignation, which resignation was accepted.

The First Preferred Stockholders of Universal Pictures Company, Inc. were not in any way connected with the management of the company except by the election of two directors as noted above, and consisted of widely diversified public holdings of First Preferred Stock in the corporation.

2. Willard S. McKay was elected a director of Universal Pictures Company, Inc. in the year 1931 and continued as such director until February 3, 1938, at which time he tendered his resignation, which resignation was accepted (except that during a certain period of the year 1936 Willard S. McKay was not a director of said company).

[fol. 6542] Willard S. McKay was elected Secretary of Universal Pictures Company, Inc. on April 20, 1934 and continued to hold such position until February 3, 1938.

Willard S. McKay was elected one of the Vice Presidents of Universal Pictures Company, Inc. on April 2, 1936 and occupied such position until February 3, 1938 at which time he resigned and his resignation was accepted.

Willard S. McKay acted as General Counsel of Universal Pictures Company, Inc. from early in 1930 until March 17, 1938. At all of these times Willard S. McKay was engaged in the general practice of law and at no time was he a full-time employee of Universal Pictures Company, Inc.

Willard S. McKay has since that time, and particularly between the years 1938 and 1940, acted as Special Counsel for Universal Pictures Company, Inc.

Robert L. Wright, Attorney for Plaintiff. Edward F. McClennen, Willard S. McKay, Attorneys for Defendants.

[fol. 6543] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

Civil Action No. 223

UNITED STATES OF AMERICA, Plaintiff,

v.

SCHINE CHAIN THEATRES, INC., et al., Defendants

STIPULATION—September 28, 1944 as to Service of Prints

Columbia, United Artists, Universal, Fox, Loew's, Paramount, RKO, and Warners, respectively, serve the defendants' theatres with such prints as they furnish from their respective exchanges as follows: — two in Virginia from Washington, D. C., in Delaware and Maryland from Wash-

ington, D. C. or from Philadelphia, Pennsylvania, in Kentucky from Cincinnati, Ohio.

Edward F. McClennen, Saul E. Rogers, Willard S. McKay, Attorneys for Defendants.

[fol. 6544] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

Civil Action No. 223

UNITED STATES OF AMERICA, Plaintiff,

v.

SCHINE CHAIN THEATRES, INC., et al., Defendants

STIPULATION—September 29, 1944 as to Operating Companies

It is stipulated that the operating companies listed in the answer to interrogatory 15 referred to in Paragraph 2 of the subpoena returnable October 2, 1944 operate the theatres set opposite their respective names in the accompanying list.

Edward F. McClennen, Saul E. Rogers, Willard S. McKay.

[fol. 6545] Operating Corporations

New York

Amsterdam Consolidated Corp., Regent, Amsterdam; Rialto, Amsterdam.

Bath Theatres, Inc., Babcock, Bath.

Benton-Schine Corporation, Capitol, Ballston Spa.; State, Mechanicville; Capitol, Whitehall; Ritz, Granville.

Berinschine Theatres, Inc., State, Tupper Lake.

Buffalo-Granada Theatre Corp., Colonia, Norwich.

Buffalo-Riverside Corporation, Oneonta, Oneonta.

Corning Opera House Company, Fox, Corning; State, Corning; Temple, Cortland; Palace, Corning.

Dominion Operating Co., Ltd., Rialto, Little Falls; Palace, Oneonta; Capitol, Oswego; Rialto, E. Rochester; Temple, Fairport.

G-C Theatre Corporation, Strand, Carthage.

Geneva Theatres, Inc., Rialto, Lockport; Lake, Canandaigua.

Glove City Amusement Co., Inc., Glove, Gloversville.

Herzberger Amusement Co., Inc., Auditorium, Perry.

Mamyer Operating Co., Inc., Auburn, Auburn; Strand, Auburn; Jefferson, Auburn; Palace, Auburn.

Massena-Strand Corporation, Massena, Massena.

Munmad Theatre Corporation, Strand, Oswego; Oswego, Oswego; Olympic, Watertown.

Norstate Theatre Corporation, Avon, Watertown; Palace, Watertown; Pontiac, Saranac Lake.

Oswego-Orpheum Corporation, Hippodrome, Gloversville.

[fol. 6546] Otlair Corporation, Playhouse, Canandaigua; Madison, Rochester.

Phoenix Amusement Company, Seneca, Salamanca, Andrews, Salamanca.

Reliance Theatres, Inc., Palace, Lockport.

Rochester-Liberty Corporation, Crescent, Newark; Capitol, Newark.

Rochester-State Corporation, Cameo, Rochester; Lake, Rochester; Liberty, Rochester; Riviera, Rochester; State, Rochester.

S. G. Theatre Corporation, Regent, Geneva; Granada, Buffalo; Riverside, Buffalo; Temple, Geneva.

S.K.E. Operating Co., Ltd., Keith, Syracuse; Eckel, Syracuse; Empire, Syracuse; Palace, Syracuse; James, Syracuse.

Schine Amsterdam Corp., Strand, Amsterdam.

Schine Clearance Corporation, Empire, Glens Falls; Rialto, Glens Falls; Strand, Hudson Falls.

Schine Hamilton Corporation, State, Hamilton.

Schine Ilion Corporation, Capitol, Ilion; State, Cortland; Temple, Ilion.

Schine Lexington Corporation, Dixie, Rochester.

Schine-Malone Corporation, Malone, Malone; Plaza, Malone.

Schine-Ogdensburg Corporation, Star, Ogdensburg, (Pontiac); Strand, Ogdensburg.

Schine-Oswego Corporation, Paramount, Syracuse.

Schine Rochester Corporation, Geneva, Geneva; West End, Rochester; Monroe, Rochester.

Schine Theatrical Co., Inc., Hi-Art, Lockport; Strand, Seneca Falls.

Valley Theatre Corporation, Liberty, Herkimer; Richmond, Herkimer; Hippodrome, Little Falls.

Yateswood Corporation, Elmwood, Penn Yan.

Operating Corporations

[fol. 6547] Ohio

Belpik Theatre Corporation, Opera House, Kent; Vernon, Mt. Vernon; Memorial, Mt. Vernon; Bijou, Piqua; Miami, Piqua; Piqua, Piqua; Strand, Van Wert; Van Wert, Van Wert.

Civic Theatre, Inc., Holland, Bellefontaine; Strand, Bellefontaine.

The Crawford Theatre Co., Bucyrus, Bucyrus; Southern, Bucyrus.

Belpik Theatre Corporation, as Agent for Civic Theatre, Inc., and State Theatre Company, Civic, Fostoria; Roxy, Fostoria; State, Fostoria.

Kinney-Mott Corporation, Opera House, Wooster; Wooster, Wooster.

Norwalk Theatre Corporation, Moose, Norwalk; Norwalk, Norwalk.

Phoenix Amusement Company, Vine, Mt. Vernon.

Schine Ashland Corporation, Athena, Athens; Court, Athens, Ohio Theatre, Athens; Palace, Ashland; Ohio, Ashland; Ashland, Ashland.

Schine Delaware Corporation, Strand, Delaware; Star, Delaware.

Medina-Princess Corporation, Princess, Medina; Medina Temple, Medina.

Schine Shelby Corporation, Castamba, Shelby.

Seneca Theatres, Inc., Grand, Tiffin; Ritz, Tiffin.

Schine Kent Theatre Corporation, Kent, Kent.

Schine Ravenna Theatre Corp., Ravenna, Ravenna; Ohio, Ravenna.

Schine Tiffin Corporation, Tiffin, Tiffin.

Wooster Theatres, Inc., Wayne, Wooster.

Operating Corporations

[fol. 6548] Kentucky

Corbin Theatre Company, Hippodrome, Corbin; Kentucky, Corbin; Viv, Corbin; State, Richmond.

Liberty Amusement Company, Liberty, Pikeville; Madison, Richmond.

Phoenix Amusement Company, Ben Ali, Lexington; Strand, Lexington; Kentucky, Lexington; State, Lexington; Ada Meade, Lexington; Opera House, Lexington; Bourbon, Paris; Paris, Paris.

Phoenix Harlan Theatre Company, Margie Grand Harlan.

Phoenix Maysville Theatre Company, Russell, Maysville; Hollywood, Maysville; Washington, Maysville.

Phoenix Middlesboro Theatre Company, Brownie, Middlesboro; Manring, Middlesboro.

Maryland

The Cambridge Theatres Company, Arcade, Cambridge; State, Cambridge; Grand, Cambridge; Hurlock, Hurlock; Federal, Federalsburg.

Chesapeake Theatres Corporation, Avalon, Easton; Easton, Easton; Arcade, Salisbury; Wicomico, Salisbury; Ritz, Salisbury; Strand, Cumberland; Liberty, Cumberland.

Hurlock Theatre Corporation, Marada, St. Michaels.

Delaware

Sidney Theatre Corporation, Waller, Laurel; Plaza, Milford.

Virginia

Schine Virginia Corporation, Appalachian, Appalachia; State, Appalachia.

[fol. 6549] EXHIBIT 999

October 28, 1935

Mr. George Lynch, Schine Enterprises, Inc., Gloversville, N. Y.

DEAR GEORGE:

I am sorry to have heard that you and Meyer were both in Cleveland last week and that you did not see fit to get in touch with me. I was particularly anxious to settle both the Van Wert and Bucyrus situations.

In the first instance I have been greatly embarrassed in dealing with the Van Wert situation, particularly in view of the fact that during Meyer's negotiations with Mr.

Grainger in New York, Mr. Grainger phoned me in behalf of Meyer and had me get our account in Van Wert to give up a first run deal for our pictures, in consideration of which I sold him a second run. After having completed these negotiations, I am informed that you now do not want a first run. I have communicated with the exhibitor in Van Wert and he feels that if he is to take back his first run again on this year's product, he wants my assurance that we will continue to sell him first run for at least next year.

In other words, I would like to have your commitment as to exactly what you want to do in this situation, bearing in mind that if you give up the first run in Van Wert, I must deliver a two-year deal to your opposition.

In Bucyrus, Milton Bryer advised me some time ago that you had taken over his house and were assuming his contracts. We have a considerable number of both features and shorts booked and I find that all of these dates have been removed by you with no replacements or no confirmation on your part as to the assuming of these contracts, and furthermore, no deal for Bucyrus.

All in all you are giving me some pretty rough treatment out here, George, and I don't thing I am deserving of it. Will you please advise by return mail as to just what your intentions are regarding both of these situations.

Kindest personal regards.

Sincerely, Dave Miller, Branch Manager.

M:J.

CC Mr. F. J. A. McCarthy, Mr. P. E. Dana.

[fol. 6550] EXHIBIT 1004

Agreement dated October 3 1935, between B. F. Keith Corporation, a New York corporation (hereinafter called "Keith"), party of the first part, Dominion Operating Company Limited and Schine Chain Theatres, Inc., both New York corporations (hereinafter called "Dominion-Schine"), parties of the second part, and S. K. E. Operating Company, Ltd., a New York corporation (hereinafter called "SKE"), party of the third part.

Whereas Keith and Dominion-Schine have heretofore entered into an agreement dated August 21, 1935 (herein-

after called the "Formative Agreement"), providing among other things, for the formation of SKE and the leasing to SKE of the Keith and Eckel Theatres in Syracuse, New York; and

Whereas said parties have also entered into a letter agreement dated August 21, 1935 relating to picture product; and

Whereas SKE has been duly organized under the laws of the State of New York and Keith is the holder of sixty shares of Class A stock and Schine Chain Theatres, Inc., is the holder of forty shares of Class B stock, constituting all [fol. 6551] the issued and outstanding capital stock of SKE; and

Whereas Keith has leased or is about to lease Keith's Theatre, Syracuse, New York, to SKE under a lease dated as of August 24, 1935 for a period of approximately five years and upon the other terms and conditions set forth in said lease; and

Whereas Dominion Operating Company, Limited, has leased or is about to lease the Eckel Theatre, Syracuse, New York, to SKE under a lease dated as of August 24, 1935 for a period of approximately five years and upon the other terms and conditions set forth in said lease; and

Whereas Keith has entered into an agreement with Netco Theatres Corporation, providing for the operation by Keith of the Paramount Theatre in Syracuse, New York, for a period of one year from September 1, 1935, upon the terms and conditions set forth in an agreement dated August 30, 1935 and has secured a franchise for the first run exhibition of Paramount pictures for the 1935-1936 motion picture season in the Keith, Eckel, Paramount or Strand Theatres (hereinafter sometimes called "the Theatres") in Syracuse, New York, under an agreement dated August 30, 1935 with Paramount Pictures Distributing Corporation; and

Whereas Keith is willing to assign its interest in said agreement relating to the operation of said Paramount [fol. 6552] Theatre and said franchise agreement to SKE and SKE is willing to assume Keith's obligations under said agreements; and

Whereas SKE has leased, or is about to lease the Strand Theatre, Syracuse, New York, for a period from September 15, 1935 to August 31, 1937 from Stanley-Mark-Strand Corporation, and has entered into, or is about to enter into a franchise agreement for the first run exhibition of Warner Bros. pictures in the Theatres for the 1935-1936 and 1936-1937 motion picture seasons; and

Whereas the parties desire to cancel said agreements dated August 21, 1935 between Keith and Dominion-Schine and to enter into this agreement.

In Consideration of the mutual promises hereinafter contained, it is mutually agreed as follows:

1. Keith and Dominion-Schine agree to account to SKE for all gross receipts of the Keith, Paramount and Eckel Theatres for the period from August 24, 1935 to the end of each theatre week nearest October 4, 1935 and all expenses of the operation of said theatres paid by Keith or Dominion-Schine, as the case may be, for such period.

[fol. 6553] 2. Keith and Dominion-Schine agree to account to SKE for all gross receipts from the Strand Theatre, for the period from September 1, 1935 to the end of each theatre week nearest October 4, 1935 and all expenses of the operation of said theatre paid by Keith or Dominion-Schine, as the case may be, for said period.

3. With respect to said Keith and Paramount Theatres, Keith agrees to pay to SKE or SKE agrees to pay to Keith, as the case may be, the net amount due under the terms of this agreement. With respect to said Eckel and Strand Theatres, Dominion-Schine agrees to pay to SKE or SKE agrees to pay to Dominion-Schine, as the case may be, the net amount due under the terms of this agreement. It is understood that SKE will also pay the rents due under the leases of the Keith and Eckel Theatres accrued during the period from August 24, 1935 to the date of this agreement.

4. Inventories of supplies in the Theatres have been made by representatives of the parties hereto. The inventories of supplies in the Keith, Eckel and Paramount Theatres have been made as of August 24, 1935, and the inventory of supplies in the Strand Theatre have been made as of September 1, 1935. SKE agrees to pay to Keith and Do-

minion-Schine, as the case may be, the cost of such supplies, as of said dates.

[fol. 6554] 5. Upon said payments being made and said leases of the Keith and Eckel Theatres being executed and delivered, the Formative Agreement and said letter agreement dated August 21, 1935 relating to picture product, shall be deemed to be cancelled and of no further force or effect.

6. Keith hereby assigns to SKE said agreement providing for the operation of the Paramount Theatre and said franchise agreement for the exhibition of Paramount pictures, both dated August 30, 1935 and SKE hereby agrees with Keith to perform all the obligations of Keith under said agreements.

7. Keith and Dominion-Schine hereby assign to SKE and SKE hereby assumes all obligations under the contracts relating to the operation of the Theatres accruing on and after August 24, 1935 with respect to the Keith, Eckel and Paramount Theatres, and accruing on and after September 1, 1935, with respect to the Strand Theatre.

8. At the option of Keith, all vaudeville acts, artists or attractions presented at the Theatres operated by SKE shall be procured and booked exclusively through Keith, or its agent.

9. Keith and Dominion-Schine each agree that they will not acquire directly or indirectly, any interest in any other theatre in or within a radius of ten miles from Syracuse, [fol. 6535] New York, without first offering such interest to SKE on the same terms available to Keith or Dominion-Schine, as the case may be. SKE shall have ten days within which to advise Keith or Dominion-Schine, as the case may be, as to whether it accepts or rejects such offer.

10. The parties hereto will agree from time to time as to whether Keith or Dominion-Schine shall keep the books of SKE and SKE agrees to pay $25.00 a week to such party as shall keep such books from time to time.

11. The parties hereto hereby make the following agreement regarding motion picture product:

If Dominion-Schine or their affiliated companies shall procure all the picture product produced or distributed

by Twentieth Century Fox (or its successor) and its subsidiary and affiliated companies, hereinafter called "Fox Pictures", for the so-called "Schine Theatrical Circuit" for any motion picture season commencing about September first, they will either make such picture product available to SKE for first run exhibition in the theatres operated by SKE for such motion picture season, or, upon their failure so to do by October first of such motion picture season, Keith shall have the option to terminate its lease of the Keith Theatre to SKE at any time on ten days' written notice.

[fol. 6556] It is understood and agreed that "Fox Pictures" does not include "Twentieth Century Pictures" so long as "Twentieth Century Pictures" are sold as a separate brand of pictures.

If Dominion-Schine or their affiliated companies shall not procure all "Fox Pictures" for the so-called "Schine Theatrical Circuit" for any motion picture season and shall not procure all "Fox Pictures" for first run exhibition in the theatres operated by SKE, and in the event that Dominion-Schine or their affiliated companies shall "spot-book" one or more of the feature "Fox Pictures" for the so-called "Schine Theatrical Circuit" prior to January first of any motion picture season or in the event that they shall "spot-book" more than six feature "Fox Pictures" for such circuit during the period from January first to August thirty-first of such motion picture season, Keith shall have the option, immediately upon the happening of either of such events, to terminate its lease to SKE at any time on ten days' written notice.

If Keith shall procure all the picture product produced or distributed by RKO Radio Pictures, Inc., (or its successor) and its subsidiary companies, (hereinafter called "Radio Pictures") for the so-called "Keith Circuit" for any motion picture season commencing about September first, it will either make such picture product available to SKE for first run exhibition in the theatres operated by SKE for such motion picture season, or upon its failure so to do by October first of such motion picture season, Dominion Operating Company, Limited shall have the option to terminate its lease of the Eckel Theatre to SKE at any time on ten days' written notice.

If Keith shall not procure all "Radio Pictures" for the so-called "Keith Circuit" for any motion picture season and shall not procure all "Radio Pictures" for first run exhibition in the theatres operated by SKE, and in the event that Keith shall "spot-book" one or more feature "Radio Pictures" for the so-called "Keith Circuit", prior to January first of any motion picture season, or in the event that it shall "spot-book" more than six feature "Radio Pictures" for such circuit during the period from January first to August 31st of such motion picture season, Dominion Operating Company Limited shall have the option, immediately upon the happening of either of such events, to terminate its lease to SKE at any time on ten days' written notice.

[fol. 6557] Anything herein contained to the contrary notwithstanding, if Dominion-Schine or their affiliated companies, shall procure all "Fox Pictures" for the so-called "Schine Theatrical Circuit" for any motion picture season and shall not make "Fox Pictures" available for such season for first run exhibition in the theatres operated by SKE, but shall make available, as a substitute for "Fox Pictures" so-called "M-G-M", "Warner" or "Paramount" pictures for first run exhibition in the theatres operated by SKE, upon the conditions hereinafter specified, Keith shall not have the option to terminate its lease of the Keith Theatre to SKE because of the failure of Dominion-Schine to make picture product available to SKE as herein provided.

Anything herein contained to the contrary notwithstanding, if Keith shall procure all "Radio Pictures" for the so-called "Keith Circuit" for any motion picture season, and shall not make "Radio Pictures" available for such season for first run exhibition in the theatres operated by SKE but shall make available as a substitute for "Radio Pictures" so-called "M-G-M", "Warner" or "Paramount" pictures for first run exhibition in the theatres operated by SKE upon the conditions hereinafter specified, Dominion Operating Company, Limited, shall not have the option to terminate its lease of the Eckel Theatre to SKE.

The conditions specified in the preceding paragraphs for the substitution of "Radio Pictures" or "Fox

Pictures" are that SKE shall not have under its control by lease, management contract or otherwise, or be required to lease or operate, a so-called Loew Theatre if M-G-M product is substituted or a Warner Theatre if Warner product is substituted, or a Paramount Theatre if Paramount product is substituted.

All contracts for the exhibition of picture product shall first be submitted to and approved in writing by the operating committee or by the Board of Directors of SKE.

It is understood and agreed that if Dominion-Schine shall be able to procure "Fox Pictures" (or "M-G-M", "Paramount" or "Warner Pictures" as above pro- [fol. 6558] vided) for first run exhibition in the theatres operated by SKE for any motion picture season on terms satisfactory to it or its member of the operating committee and on terms which are comparable to the terms on which such pictures could be secured for theatres of comparable size, location, policy and competitive conditions, but the proposed contract for the exhibition of such pictures shall not be approved by the other member of the operating committee or by the Board of Directors of SKE, Keith shall not be entitled to cancel the lease of the Keith Theatre to SKE because of the failure of Dominion-Schine to procure the picture product for such season.

It is understood and agreed that if Keith shall be able to procure "Radio Pictures" (or "M-G-M", "Paramount" or "Warner" pictures as above provided) for first run exhibition in the theatres operated by SKE for any motion picture season on terms satisfactory to it or its member of the operating committee, and on terms which are comparable to the terms on which such pictures could be secured for theatres of comparable size, location, policy and competitive conditions, but the proposed contract for the exhibition of such pictures shall not be approved by the other member of the operating committee or by the Board of Directors of SKE, Dominion Operating Company, Limited, shall not be entitled to cancel the lease of the Eckel Theatre to SKE because of the failure of Keith to procure picture product for such season.

If any lease from Keith to SKE shall be cancelled pursuant to the terms of this agreement, the lease of

the Eckel Theatre shall automatically cease and terminate at the same time and if the lease of the Eckel Theatre from Dominion Operating Company, Limited to SKE shall be cancelled pursuant to the terms of this agreement, the lease from Keith to SKE shall automatically cease and terminate at the same time.

12. Upon the request of any of the parties hereto the other parties agree to execute such further assignments or other instruments as may be necessary or desirable to carry out the purposes of this agreement.

[fol. 6559-6560] 13. The promises herein contained are made solely for the benefit of the parties hereto. Nothing herein contained shall be deemed to confer upon any creditor of Keith, Dominion-Schine or SKE, or upon any person other than the parties hereto, any right or claim of any kind whatsoever against any of the parties hereto.

In Witness Whereof the parties hereto have executed this agreement, as of the day and year first above written.

B. F. Keith Corporation, By W. J. Blumberg, Vice-President; Dominion Operating Company, Limited, By Howard M. Anteyil, President; Schine Chain Theatres, Inc., By J. M. Schine, President; S.K.E. Operating Company, Ltd., By —. —. Blumley, Second Vice-President.

[fol. 6561] EXHIBIT 1005

This Agreement dated July 31, 1939, between B. F. Keith Corporation, (herein called "Keith"), Dominion Operating Company, Limited, Schine Chain Theatres, Inc., (herein called "Schine") and S. K. E. Operating Company, Ltd., (herein called "S.K.E."),

Witnesseth:

Whereas the parties hereto have entered into an agreement dated October 3, 1935 relating to the operation of the Keith and Eckel and certain other theatres in Syracuse, New York;

Whereas Keith has leased to S.K.E. said Keith Theatre under a lease dated as of August 24, 1935;

Whereas Dominion Operating Company, Limited has leased to S.K.E. said Eckel Theatre under a lease dated as of August 24, 1935;

Whereas S.K.E. has leased and is operating certain other theatres in Syracuse, New York;

Whereas said leases of the Keith and Eckel Theatres are being amended and extended until August 31, 1949 by agreements dated July 31, 1939 and executed simultane- [fol. 6562] ously herewith upon the terms and conditions therein set forth;

Whereas the parties hereto desire to cancel and terminate said agreement dated October 3, 1935 and to enter into this agreement;

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, it is hereby agreed as follows:

1. Said agreement dated October 3, 1935 is hereby cancelled and terminated.

2. B. F. Keith Corporation is the owner of 60 shares of Class A stock and Schine Chain Theatres, Inc. is the owner of 40 shares of Class B stock of S.K.E. Operating Company, Ltd. The Class A stock is entitled to 60% of any and all dividends and the Class B stock is entitled to 40% of any and all dividends. The parties hereto agree to cause the Certificate of Incorporation of S.K.E. Operating Company, Ltd. to be amended promptly upon the execution of this agreement to provide for an authorized capital stock of 50 shares of Class A stock and 50 shares of Class B stock, to surrender for cancellation the certificates for Class A and Class B stock now held by them and to issue in lieu thereof, a certificate for 50 shares of Class A stock to B. F. Keith Corporation and a certificate for 50 shares of Class B stock to Schine Chain Theatres, [fol. 6563] Inc., each share of stock, whether Class A or Class B, to have the same dividend and voting rights. Schine Chain Theatres, Inc. agrees to pay to B. F. Keith Corporation the sum of $50.00.

3. It is agreed that Schine shall negotiate for "Twentieth-Century Fox" and "Universal" pictures and Keith shall negotiate for "Radio", "Paramount" and "Warner" and any other pictures for exhibition in the theatres operated by S.K.E. from time to time.

If Schine shall fail to conclude negotiations for either "Twentieth-Century Fox" or "Universal" pictures for such theatres prior to August 31st in any year, Keith shall

have the right to negotiate for such pictures for which negotiations have not been concluded by Schine by such date.

If Keith shall fail to conclude negotiations for "Radio", "Paramount", "Warner" or any other pictures for such theatres prior to August 31st in any year, Schine shall have the right to negotiate for any such pictures for which negotiations have not been concluded by Keith by such date.

All contracts for such pictures shall first be submitted to and approved in writing by the Operating Committee or the Board of Directors of S.K.E.

4. At the option of Keith, all vaudeville acts, artists or attractions presented at the theatres operated by S.K.E. shall be procured and booked exclusively through Keith or its agent.

[fol. 6564] 5. Keith and Schine each agree that they will not acquire directly or indirectly, any interest in any theatre in or within a radius of ten miles from Syracuse, New York, without first offering such interest to S.K.E. on the same terms available to Keith or Schine, as the case may be. S.K.E. shall have thirty days within which to advise Keith or Schine, as the case may be, as to whether it accepts or rejects such offer.

6. The parties hereto will agree from time to time as to whether Keith or Schine shall keep the books of S.K.E. and S.K.E. agrees to pay $25.00 a week to such party as shall keep such books from time to time.

7. This agreement shall continue in effect from the date hereof until August 31, 1949 provided, however, that if said lease as amended, of said Keith Theatre shall be cancelled or terminated pursuant to the provisions of Section 1 of Article XXV thereof, or if said lease, as amended, of said Eckel Theatre shall be cancelled or terminated pursuant to the provisions of Section 1 of Article XXV thereof, this agreement shall cease and terminate simultaneously with such termination.

8. The covenants herein contained are made solely for the benefit of the parties hereto. Nothing herein contained [fol. 6565] shall be deemed to confer upon any creditor of Keith, Schine or S.K.E. or upon any person other than the parties hereto, any right or claim of any kind whatsoever against any of the parties hereto.

In Witness Whereof, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

B. F. Keith Corporation, by [Illegible], Treasurer. Dominion Operating Company, Limited, by John W. May, President. Schine Chain Theatres, Inc., by J. M. Schine, President. S. K. E. Operating Company, Ltd., by [Illegible], President.

[fol. 6566] EXHIBIT 1006

THE MEDINA MASONIC TEMPLE COMPANY

Medina, Ohio

March 25, 1937.

Mr. Meyer Shine, Gloversville, N. Y.

DEAR MR. SHINE:

It has come to the attention of the Masons of Medina, Ohio that you are negotiating with the present owners of the Princess Theatre of Medina, Ohio to build a new theatre in Medina. We feel that perhaps you do not have all the facts concerning the conditions here and at a meeting of the representatives of the various Masonic bodies it was felt that these facts should be laid before you.

The Medina Masonic Temple Company was incorporated and built a Temple in Medina some years ago for the use of the various Masonic Bodies. The stock in this Company is owned by the Masonic Bodies and by individual Masons. We also carry an insurance policy covering money loaned to us by individuals to a considerable amount. Several members are individually signed on notes to considerable amount. The revenue from this Temple is not sufficient to carry it under the present conditions and it has become necessary to make other arrangement for revenue from this Temple or we will lose the Temple and everything that we have invested.

After weeks of negotiating with Mr. M. S. Fine and Mr. P. E. Essicks and their associates of Cleveland, Ohio, and only after investigating their financial standing in which two of the largest banks in Cleveland reported them as being one hundred per cent responsible, we have signed a contract with them to start a picture show theatre in the

Temple in Medina. This contract calls for a lease for a period of twenty-five years with a fair guarantee against a percentage. Work of remodelling the Temple was started March 15th, which time we are quite positive was prior to the time your representative was in Medina and negotiated the agreement with the Princess Theatre.

This matter has been presented to all the Masonic Bodies in Medina and to the stockholders of the Medina Masonic Temple Company who have approved and adopted the plan almost unanimously.

As you know, Mr. Shine, Medina is a small town, and we feel entirely too small for two large theaters. Also the people of Medina are quite clannish and we feel quite positive that they would resent the fact that you are contemplating building a theatre here after we have already started ours.

[fol. 6567] The success of our Temple Picture Theatre is of vital importance to this community for it means the saving of Masonry in Medina, the saving of the Temple and saving the money our people have invested in the stock and the insurance and the life savings of some who have personally signed notes for the Temple Company.

We feel, Mr. Shine, that you should know these facts and sincerely hope that you will consider them as we have tried to put them before you.

Yours very truly, N. H. McClure, Director Temple Co., Trustee Blue Lodge and Chapter, former Common Pleas Judge. C. W. Reinhardt, Secretary-Treasurer, Medina Masonic Temple Co. N. S. Kellogg, Director Temple Company, Trustee Blue Lodge and Chapter, Treasurer The A. I. Root Co. G. H. Wilder, Director Temple Co., Trustee Medina Chapter. E. F. Gibbs, Cashier The Old Phoenix National Bank. H. E. Aylard, Cashier The Savings Deposit Bank Company.

[fol. 6568] EXHIBIT 1007

PARAMOUNT PICTURES INC.

Times Square, New York, 18

BRyant 9-8700. Cable Address Famfilm

Legal Department October 26, 1944

Philip Marcus, Esq., Assistant to the Attorney General,
502 U. S. Court House, Buffalo, N. Y.

Re: U. S. v. Schine Chain Theatres, Inc., et al.

DEAR SIR:

In accordance with a request from R. E. Nickerson, Esq., I send you herewith a copy of our records, kept in the ordinary course of business, giving the play-off of the pictures released by this company during the 1939-40 season in Salisbury, Maryland, for both Ulman's theatres and Schine's theatres.

Title of Picture	Exhibitor	Play Dates
Death of a Champion	Schine	4/11-13/40
Beau Geste	Ulman	4/22-25/40
$1000 a Touchdown	"	12/21-23/39
Honeymoon in Bali	"	11/20-25/39
What a Life	"	11/15-16/39
Jamaica Inn	"	5/20-22/40
Television Spy	Schine	4/18-20/40
Disputed Passage	"	4/22-24/40
Cat and the Canary	"	3/ 4- 6/40
Rulers of the Sea	Ulman	2/ 5-10/40
Neighbors—The Carters	Schine	4/29-5/1/40
Night of Nights	"	5/ 6- 8/40
The Llano Kid	Ulman	1/31-2/1/40
Women Have Secrets	Schine	4/15-17/40
Gulliver's Travels	Ulman	1/22-27/40
Great Victor Herbert	"	3/25-30/40
Emergency Squad	Schine	7/18-20/40
Geronimo	"	7/15-20/40
Remember the Night	Ulman	3/11-16/40
Parole Fixer	Schine	3/28-30/40
Light that Failed	Ulman	4/ 8-11/40
Sidewalks of London	Schine	8/29-31/40
Knights of the Range	Ulman	6/ 3- 6/40
Seventeen	"	6/ 3- 6/40
Women Without Names	Schine	8/ 1- 3/40
Road to Singapore	Ulman	7/15-25/40
Farmer's Daughter	"	5/ 6- 9/40
[fol. 6569]		
Adventure in Diamonds	Ulman	6/10-13/40
Dr. Cyclops	"	5/27-30/40
French Without Tears	Schine	9/12-14/40

Title of Picture	Exhibitor	Play Dates
Light of Western Stars	Ulman	9/ 9-12/40
Buck Benny Rides Again	"	5/27-6/1/40
Opened by Mistake	Schine	9/19-20/40
Typhoon	Ulman	6/10-15/40
The Biscuit Eater	"	7/ 1- 4/40
Those Were The Days	Schine	8/19-21/40
Safari	Ulman	9/ 2- 5/40
The Ghost Breakers	"	9/ 9-14/40
Untamed	"	8/26-31/40
Golden Gloves	"	10/ 7- 8/40
Comin Round the Mountain	"	10/ 7-12/40
The Great McGinty	"	10/14-16/40
Northwest Mounted Police	Schine	11/25-30/40

Recapitulation

Schine's two theatres played	15 pictures
Ulman's two theatres played	27 pictures
Unplayed	3 pictures
Total	46 pictures

I trust that the information her-with supplied sufficiently complies with your request.

Very truly yours, Richard P. Morgan.

RPM:M.

cc: R. E. Nickerson, Esq., Howard Antevil, Esq.

[fol. 6570] EXHIBIT 1009

The following is the clearance granted Schine Theatrical Enterprises on contracts covering the 1936-7 product

Amsterdam: 1st run. 14 days ahead of Johnstown.

Carthage: 1st run.

Glens Falls: 1st run. 14 days ahead of Hudson Falls. 30 days ahead of Fort Edward. (1st) 7 days ahead of Lake George. 60 days 1st run over 2nd run.

Glens Falls: 2nd run. 60 days after the Rialto. 14 days ahead of State Theatre.

Gloversville: 1st run. 45 days ahead of Johnstown. 30 days ahead of Fonda, Broadalbin, Mayfield and Sacandaga Park.

Hamilton: 1st run.

Herkimer: 1st run. 30 days ahead of Mohawk and West Winfield. 14 days ahead of Ilion.

Hudson Falls: 1st run. 14 days after first run, Glens Falls. 14 days ahead of Fort Edward.

Little Falls: 1st run. 90 days city of Little Falls. 30

days ahead of Dolgeville and St. Johnsville. 14 days ahead of Fort Plain.

Malone: 1st run. 30 days ahead of Brushton, Chateaugay, Bangor and Fort Covington.

Massena: 1st run. 30 days ahead of Brasher Falls, Waddington and Norwood.

Norwich: 1st run. 30 days ahead of Oxford, Earlville, Sherburne, New Berlin, Sidney and Greene.

Ogdensburg: 1st run. 30 days ahead of Waddington and Canton.

Oneonta: 1st run. 30 days ahead of Cooperstown, Morris, Hartwick, Delhi and Sidney.

Saranac Lake: 1st run. Ahead of Tupper Lake. 15 days ahead of Upper Saranac Lake, and 30 days ahead of Faust. Ahead of Lake Placid, except from June 15th to September 15th—and January 15th to February 15.

Tupper Lake: 1st run.

Watertown: 1st run. 30 days over Antwerp, Philadelphia, Dexter, Theresa, Adams, Sackets Harbor. 60 days over second run.

[fol. 6571] EXHIBIT W-3

Vitagraph Master Agreement.

1937-1938
1938-1939
1939-1940

[fol. 6572] Agreement made this 22nd day of August, 1938, by and between Vitagraph, Inc., a New York corporation, hereinafter called "Distributor", party of the first part, and Schine Enterprises Corporation, a New York corporation and Schine Circuit Inc., a New York corporation, jointly and severally, hereinafter called "Exhibitor", parties of the second part.

Witnesseth:

Whereas, the Distributor is engaged in the business of distributing motion pictures known as Warner Bros. and First National features and Vitaphone short subjects, and

Whereas, the Exhibitor owns or operates certain theatres in the towns hereinafter referred to, and

Whereas, the Exhibitor desires to procure licenses to exhibit the said motion pictures in the said theatres on the terms and conditions hereinafter set forth,

Now, therefore, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions hereinafter stated, the Distributor hereby grants to Exhibitor and Exhibitor hereby accepts a license under copyright to exhibit, and agrees to exhibit, the Warner Bros. and First National features, the scores and trailers in connection therewith, and Vitaphone short subjects generally released by Distributor for each of the motion picture seasons 1937-38, 1938-39 and 1939-40 in the theatres hereinafter referred to.

2. Annexed hereto, made part hereof and marked Schedules "A1" to "A71", inclusive, are certain memorandum sheets hereinafter to be referred to as "Deal Sheets" show-
[fol. 6573] ing for each town the theatres licensed hereunder, the number of features to be exhibited by Exhibitor in each such theatre, the run or runs licensed (wherever a Deal Sheet specifies no run, the run licensed shall be deemed to be first run except for Buffalo and Rochester where it shall be deemed to be subsequent run), the number of days each feature is to be exhibited in each theatre, the film rental to be paid for the license herein granted, the number of features to be exhibited in the respective several film rental (percentage and flat rental) classifications, as well as other terms and conditions governing said licenses.

3. (a) Wherever a Deal Sheet provides that a certain number of features are to be exhibited under the film rental classification of

"35% to Split"

Exhibitor shall pay as film rental for each such feature, computed severally, an initial payment of thirty-five (35%) percent of the gross receipts up to that figure which equals the house expense, plus a sum equal to said initial payment, plus a sum equal to one-half of said initial payment, and thereafter fifty (50%) percent of the gross receipts.

(b) Wherever a Deal Sheet provides that a certain number of features are to be exhibited under the film rental classification of

"35% (Reversion to 30%) to Split if 35%"

Exhibitor shall pay as film rental for each such feature, computed severally, an initial payment of thirty-five (35%) [fol. 6574] percent of the gross receipts up to that figure which equals the house expense, plus a sum equal to said initial payment, plus a sum equal to one-half of said initial payment, and thereafter fifty (50%) percent of the gross receipts.

However, if the gross receipts of any such feature, computed severally, shall not reach a sum equal to the "reversion figure", as hereinafter defined, for the period of exhibition of such feature, then the film rental for such feature shall be reduced to thirty (30%) percent of the gross receipts and in such event the terms herein specified for features originally designated under the film rental classification of "30%" shall apply to such feature.

(c) Wherever a Deal Sheet provides that a certain number of features are to be exhibited under the film rental classification of

"30% (Reversion to 25%)"

Exhibitor will pay as film rental for each such feature, computed severally, as follows:

1. If the period of exhibition consists of week days only:

Thirty (30%) percent of the gross receipts, but if the gross receipts shall not reach a sum equal to the "reversion figure", as hereinafter defined, for the period of exhibition of such feature, then the film rental for such feature shall be reduced to Twenty-five (25%) percent of the gross receipts, and in no event to a lesser percentage.

2. If the period of exhibition consists of a Saturday and/or Sunday plus a week day or week days:

The Saturday and/or Sunday shall be considered the weekend unit of such period and the week day or week days the ordinary unit of such period. The amount to be paid shall be computed separately for each unit, thus:

For the weekend unit Twenty-five (25%) percent of the [fol. 6575] gross receipts derived during said unit and in no event to a lesser percentage.

For the ordinary unit Thirty (30%) percent of the gross receipts derived during said unit, but if said gross receipts shall not reach a sum equal to the "reversion figure", as

hereinafter defined, then Twenty-five (25%) percent of the gross receipts derived during said unit and in no event to a lesser percentage.

(d) Should the exhibition period of any feature originally designated under the film rental classification of "(30%)" include a Saturday and/or Sunday, then the film rental for such feature shall be reduced to twenty-five (25%) percent of the gross receipts for the Saturday and/or Sunday exhibition days thereof only and for no other day of the exhibition period thereof.

(e) Should the exhibition period of any feature originally designated under the film rental classification of "(25%)" include a Saturday and/or Sunday, then the film rental for such feature shall be reduced to twenty (20%) percent of the gross receipts for the Saturday and/or Sunday exhibition thereof only and for no other day of the exhibition period thereof.

(f) Should any feature originally designated under the film rental classification of "(25%)" be exhibited in any theatre as part of a double feature program or in conjunction with vaudeville (unit or four acts), then the film rental for each such feature so exhibited shall be fifteen (15%) percent of the gross receipts.

4. The "house expense" of each theatre licensed hereunder shall be the actual cost of operating said theatre. For [fol. 6576] the purpose of computing "house expense" for the day or days on which the features licensed hereunder are exhibited, the apportionment for the days of the week in the theatres licensed hereunder shall be as follows:

Saturday	- 2/10
Sunday	- 3/10
Remaining days	- 1/10 each

5. The "reversion figures" for the features referred to in 3(b) and 3(c) hereof for the period of exhibition of each such feature shall be determined as follows:

Annexed hereto and marked Schedule "B" is a schedule listing the respective towns wherein are located the theatres licensed hereunder, and there is set opposite each such town a per tenth figure applicable respectively to thirty-five (35%) percent features and thirty (30%) percent features.

The "reversion figure" for each theatre in each respective town with respect to the thirty-five (35%) percent and thirty (30%) percent features, as the case may be, shall be determined by multiplying the appropriate figure set opposite such town by the total number of tenths represented by the number of days each such feature is actually exhibited in such town, allowing one-tenth (1/10) for each week day, two-tenths (2/10) for Saturday and three-tenths (3/10) for Sunday.

6. It is agreed that no feature designated under the film rental classification of "35% to split" or "35% (reversion to 30%) to split if 35%" or "30% (reversion to 25%)" shall be exhibited as part of a double feature program or in conjunction with vaudeville.

[fol. 6577] 7. The Distributor shall in its sole discretion designate for each situation the features to be exhibited under the several film rental (percentage and flat rental) classifications specified therefor under the respective Deal Sheets.

8. Exhibitor shall have the right, at its option, to pay as film rental for any of the features in the flat rental classifications in any situation, twenty (20%) percent of the gross receipts instead of the flat rental amount specified therefor in the Deal Sheet covering such situation. Exhibitor shall exercise the right herein granted with respect to any feature to which such right applies by notice in writing to Distributor on or before the date of the notice of selection by the Exhibitor of the play date or dates for such feature, as hereinafter provided. Should Exhibitor exercise the right herein granted with respect to any such feature and should the exhibition period of such feature include a Saturday and/or Sunday, then the film rental for such feature shall be reduced to fifteen (15%) percent of the gross receipts for the Saturday and/or Sunday exhibition days thereof only and for no other day of the exhibition period thereof.

9. In any situation (except first run Glens Falls, N. Y. where First National features only are licensed hereunder) where under the Deal Sheets Exhibitor is obligated to ex-
[fol. 6578] hibit during any season less than sixty (60) features, Exhibitor shall have the right to select the number of features to be exhibited in such situation from the

total number of features released by Distributor for such season.

10. In any situation where under the Deal Sheets Exhibitor is obligated to exhibit in any season less than sixty (60) features, then such obligation in such situation shall not be reduced if Distributor releases less than sixty (60) features during such season, or the number of features made available to Exhibitor is less than sixty (60) by reason of censorship or other causes beyond Distributor's control and the number of features which Exhibitor is obligated to exhibit in such situation shall be selected by Exhibitor from the total number actually released during such season.

11. If Distributor releases in any season a lesser number of features than Exhibitor's commitment under the Deal Sheets in any situation, then the number of features which Exhibitor is obligated hereunder to exhibit in said situation under the lowest flat rental classification only shall be reduced by the number of features not so released.

12. In any situation where there are licensed sixty (60) features first run, then Exhibitor shall have the right during each motion picture season to eliminate for such run from the number of features designated under the lowest flat rental classification or classifications only, thirteen (13) features if only one theatre be licensed for such run, and seven (7) features if more than one theatre be licensed for such run.

[fol. 6579] 13. Wherever under this agreement or under the Deal Sheets Exhibitor shall have the right to select in any situation for any run or runs a certain number of features from a larger number, or to select for exhibition a greater number of features than the number specified, or to eliminate a certain number of features, such right shall be exercised by Exhibitor in the following manner:

Within fourteen (14) days from the date of availability covering each feature, Exhibitor will notify Distributor in writing whether Exhibitor desires to reject or eliminate said feature for the theatre or run covered by the notice specifying such date of availability. Failure to send such notice with respect to any feature as herein provided, shall be deemed an acceptance thereof by Exhibitor for the theatre or run covered by such availability notice.

14. (a) Annexed hereto, made part hereof and marked Schedule "C," is a schedule showing for each situation the theatre and run licensed hereunder for the exhibition of Vitaphone short subjects, the number of days each short subject is to be exhibited in each theatre, the respective rentals for the several series of Vitaphone short subjects and the total film rental to be paid by Exhibitor as a minimum commitment for Vitaphone short subjects for each of the motion picture seasons 1937-38, 1938-39 and 1939-40. During each such season, Exhibitor will select, by the same method hereinbefore described in paragraph 13 hereof, from the one and two reel short subjects generally released by Distributor for such season and play in each situation that aggregate number of Vitaphone short subjects which, based upon the respective rentals per short subject ap- [fol. 6580] plicable to the several series of short subjects for such situation as set forth in the said schedule, will equal the total film rental specified in said schedule as a minimum commitment for such situation.

(b) It is agreed that the several series of one and two reel Vitaphone short subjects which may be generally released by Distributor for each of the seasons 1937-38, 1938-39 and 1939-40 shall be the series licensed hereunder for each of said respective seasons. Should Distributor generally release during any such season a series of Vitaphone short subjects not described in Schedule C, then Exhibitor will pay as film rental for such short subjects in each situation, the film rental specified in Schedule "C" for the short subjects of a comparable series, as designated by Distributor, for such situation.

(c) The short subjects licensed hereunder for the motion picture season 1937-38 shall be exhibited during the period of twelve (12) months beginning with December 1, 1937 and ending November 30, 1938. The short subjects licensed hereunder for the motion picture season 1938-39 shall be exhibited during the period of twelve (12) months beginning December 1, 1938 and ending November 30, 1939. The short subjects licensed hereunder for the motion picture season 1939-40 shall be exhibited during the period of twelve (12) months beginning December 1, 1939 and ending November 30, 1940.

(d) It is understood and agreed that where Exhibitor shall, during any season, overplay the minimum commitment for short subjects in any situation, the film rental paid over and above such minimum commitment shall be applied dollar for dollar against any situation where Exhibitor shall underplay the minimum commitment for short [fol. 6581] subjects, provided, however, that during such season Exhibitor shall play that number of short subjects which will yield to the Distributor a minimum aggregate film rental for all situations in the sum of Twenty Eight Thousand Nine Hundred Sixty Dollars and Seventy-five Cents ($28,960.75).

(e) It is understood that the foregoing provisions of paragraph 14 hereof are applicable only to the situations listed in Schedule "C" opposite which there are set up total film rental figures as minimum commitments and rental allocations per short subjects.

15. In addition to the short subjects licensed in Paragraph 14 hereof, Exhibitor shall have the right to exhibit the Floyd Gibbons short subjects for which Exhibitor shall pay as film rental in any situation, the rental specified for Merrie Melody Cartoons in such situation. The Floyd Gibbons short subjects shall be selected by Exhibitor by the same method hereinbefore described in Paragraph 13 hereof. It is agreed that the film rental for the Floyd Gibbons short subjects exhibited in any situation shall not be included in the computation of the total film rental payable as a minimum commitment for such situation, as hereinbefore provided, but shall be paid in addition to the total film rental specified as a minimum commitment for such situation.

16. Unless otherwise provided for herein and not inconsistent with the said Deal Sheets, the exhibition date or dates of each of said features and short subjects at the theatres licensed hereunder shall be determined as follows:

[fol. 6582] Subject to the prior runs and/or clearance granted or hereafter granted by the Distributor to other exhibitors in each situation, and within a reasonable time after a print or prints of any of said features and short subjects are received at the Exchange of the Distributor out of which the Exhibitor is served, and provided the Exhibitor is not in default hereunder, the Distributor shall from time to time mail to the Exhibitor at the address

hereinafter specified written notice of availability of such of the features and short subjects covered by the terms of this agreement as shall at the date of sending of such notice of availability be available for exhibition in any of the theatres for the respective runs indicated on the Deal Sheets. Within fourteen (14) days after the mailing of such notice, the Exhibitor shall select an exhibition date or dates not theretofore assigned to another exhibitor or exhibitors within the period commencing upon the available date and ending thirty (30) days thereafter, and give to the Distributor written notice of the date or dates so selected. Subject to the provisions of this paragraph, Distributor agrees to deliver a print of such features and short subjects on the date so designated by the Exhibitor.

17. Exhibitor will pay Distributor with respect to each feature for each theatre licensed hereunder the following trailer rentals up to and including March 12, 1938:

1 change	$10.00
2 changes	5.00
3 changes	3.00
4 changes	2.00
5 changes	1.50

Commencing March 13, 1938, Exhibitor will pay Distributor with respect to each feature licensed hereunder [fol. 6583] the respective trailer charges specified for each situation in the schedule annexed hereto, made part hereof and marked Schedule "D".

18. Exhibitor will pay Distributor with respect to each feature licensed hereunder the respective score charges specified for each situation in the schedule annexed hereto, made part hereof and marked Schedule "D".

19. Distributor shall accord to each theatre licensed hereunder for each feature and short subject actually exhibited the clearance set opposite such theatre on the schedule annexed hereto, made part hereof and marked Schedule "E".

20. Exhibitor agrees to charge in each theatre during the exhibition of the features and short subjects licensed hereunder the minimum admission prices indicated opposite such theatre on the schedule annexed hereto, made part hereof and marked Schedule "F".

21. (a) If the rental for any feature is a fixed sum, then Exhibitor agrees to pay such fixed sum as well as the rental for the scores, trailers and short subjects licensed hereunder at least three days in advance of the date of the first exhibition thereof, determined as herein provided.

(b) If the rental for any feature is to be determined either in whole or in part upon a percentage of the gross receipts, the Exhibitor shall pay such rental immediately after the last exhibition upon the last date of the exhibition of such feature, or if requested by the Distributor at the end of each day's exhibition. The Exhibitor agrees to furnish the Distributor within three (3) days after the [fol. 6584] completion of the exhibition at each theatre of each feature, the film rental for which is based in whole or in part upon a percentage of the gross receipts, an itemized statement of the gross receipts derived by the Exhibitor during such exhibition. Such statement shall be signed by the Exhibitor or the manager or treasurer of such theatre and the cashier thereof, and shall include any and all additional information and figures necessary to compute the license fees payable hereunder for each such feature.

(c) All payments hereunder shall be made to the Distributor at the respective cities in which are located the exchanges from which Exhibitor is served.

(d) Exhibitor agrees to keep full, accurate and complete books of account, vouchers and other records showing all gross receipts of the features licensed hereunder for which the film rental is based in whole or in part upon a percentage of the gross receipts, and the Exhibitor agrees that the Distributor shall have access at all reasonable times, through its accredited representatives, to the books of account, vouchers, records and documents of the Exhibitor in so far as they relate to the said features and to any and all additional information and figures necessary to compute the film rentals payable hereunder for each such feature in each theatre. Such representatives shall have the right to inspect, compare and make copies of any such books of account, vouchers, records, documents and any such additional information and figures. During the exhibition period of any such feature, the Distributor shall have the [fol. 6585] right to have a representative stationed at each theatre at which such feature shall be exhibited, who shall

have access to all parts of such theatre, including the box office, and shall have the right to check and verify ticket sales, receipts and admissions.

22. (a) If Exhibitor, in any town where more than one theatre is licensed hereunder, shall sell, lease, assign or otherwise dispose of, or in any manner voluntarily or by operation of law, lose its interest in, control of, or cease the operation of one or more but less than all of said theatres, or if Exhibitor shall consolidate or merge with any other person, firm or corporation with respect to the control, ownership, leasehold, operation, management or booking of one or more but less than all of said theatres, then all features, the scores and trailers in connection therewith, and all short subjects licensed hereunder shall be exhibited in the remaining theatre or theatres in such town.

(b) If Exhibitor shall sell, lease, assign or otherwise dispose of or in any manner, voluntarily or by operation of law, lose its interest in, control of or cease the operation of all of the theatres or of the only theatre licensed hereunder in any town, or if Exhibitor shall consolidate or merge with any other person, firm or corporation with respect to the control, ownership, leasehold, operation, management or booking of all of the theatres or of the only theatre licensed hereunder in any town, the Distributor shall have the right, without any further liability of any [fol. 6586] kind on Distributor's part to Exhibitor, to forthwith cancel and terminate this agreement and all rights herein granted Exhibitor with respect to the theatres or theatre in such town, without prejudice to any right or remedy of the Distributor against the Exhibitor at law or in equity and/or otherwise provided for in this agreement in the premises.

(c) If Exhibitor shall sell, lease, assign or otherwise dispose of or in any manner, voluntarily or by operation of law, lose its interest in, control of or cease the operation of all of the theatres or of the only theatre in a majority of the towns wherein are located the theatres licensed hereunder, or if Exhibitor shall consolidate or merge with any other person, firm or corporation with respect to the control, ownership, leasehold, operation, management or booking of all of the theatres or of the only theatre in a majority of the towns wherein are located the theatres licensed here-

under, then Distributor shall have the right, without any further liability of any kind on Distributor's part to Exhibitor, to forthwith cancel and terminate this agreement in its entirety and all rights herein granted Exhibitor with respect to all theatres licensed hereunder, without prejudice to any right or remedy of the Distributor against the Exhibitor at law or in equity and/or otherwise provided for in this agreement in the premises.

(d) It is agreed with respect to the corporation constituting the Exhibitor, that the sale or other disposition of a majority in amount of the stock of such corporation by the present holders hereof to other parties or such sale or disposition of such part thereof to present minority stockholders as shall give them a majority control of such stock or any sale, mortgage, pledge or other disposition, voluntary [fol. 6587] or involuntary, of such stock or any part thereof by or from present holders thereof, as shall result in changing or transferring the control of the stock, and thereby of the corporation through control of its directors or trustees, to parties other than those now in control of such stock of said corporation, shall for all purposes of this clause and agreement be deemed a disposition, sale or assignment of the interest and control in the theatre or theatres owned in part or in whole by such corporation, in the same manner and with like effect as a sale or transfer thereof by the corporation, and in such event, Distributor shall have the right, without any liability of any kind, on Distributor's part to Exhibitor, to forthwith cancel and terminate this agreement in its entirety and all rights herein granted Exhibitor with respect to all theatres licensed hereunder without prejudice to any right or remedy of the Distributor against the Exhibitor at law or in equity and/or otherwise provided for in this agreement in the premises.

(e) Exhibitor agrees promptly to notify the Distributor in writing of the happening of any one or more of the events herein described.

23. All notices to be sent to Exhibitor by Distributor hereunder shall be sent by ordinary mail to the following address:

Schine Enterprises Corporation, Gloversville, N. Y.

24. The license herein granted shall be governed by the form or agreement annexed hereto, made part hereof and marked Exhibit "A" with certain deletions made therein, [fol. 6588] and wherever said form of agreement hereto annexed is in conflict with or inconsistent with the above provisions, said provisions shall govern and apply and all other agreements and arrangements, written or oral, with respect to the license herein granted shall be deemed to be of no effect. Wherever the Deal Sheets hereto annexed provide "scores and trailers same as season 1936-37"; "clearance same as season 1936-37", "subject to Master Agreement which prevailed for season 1936-37", or specify score and trailer rentals or clearance terms, said provisions shall be deemed to be eliminated and excluded from said Deal Sheets.

In Witness Whereof, the parties hereto have caused these presents to be executed by their officers thereunto duly authorized the day and year first above written.

Vitagraph, Inc., by —— ——, Schine Enterprises Corporation, by John A. May, Pres., by V. Guy Selman, Vice Pres.

[fol. 6589] SCHEDULES "A1-A71"

Deal Sheets

[fol. 6590] Schedule "B"

Reversion Figures

(Each figure is 1/10th of Week)

Town	35% Reversion Pictures	30% Reversion Pictures
Albany Territory		
Amsterdam, N. Y.	$350.00	$330.00
Ballston, N. Y.	45.00	
Carthage, N. Y.	120.00	
Glenns Falls, N. Y.	240.00	210.00
Gloversville, N. Y.	300.00	250.00
Herkimer, N. Y.	170.00	
Little Falls, N. Y.	200.00	
Malone, N. Y.	140.00	
Massena, N. Y.	170.00	
Mechanicville, N. Y.	120.00	
Norwich, N. Y.	160.00	
Ogdensburg, N. Y.	250.00	230.00
Oneonta, N. Y.	200.00	180.00
Saranac Lake, N. Y.	130.00	
Watertown, N. Y.	320.00	240.00
Whitehall, N. Y.	70.00	
Buffalo Territory		
Auburn, N. Y.	220.00	260.00
Bath, N. Y.	110.00	
Canandaigua, N. Y.	150.00	
Corning, N. Y.	190.00	
Cortland, N. Y.	330.00	310.00
Geneva; N. Y.	260.00	270.00
Lockport, N. Y.	240.00	240.00
Newark, N. Y.	140.00	
Oswego, N. Y.	220.00	
Penn Yan, N. Y.	125.00	
Perry, N. Y.	90.00	
Salamanca, N. Y.	150.00	
Seneca Falls, N. Y.	100.00	
Cincinnati Territory		
Athens, O.	200.00	190.00
Lexington, Ky. (Ben Ali or Kentucky).	270.00	230.00
Piqua, O.	140.00	140.00
Cleveland Territory		
Ashland, O.	110.00	
Bellefontaine, O.	140.00	170.00
Bucyrus, O.	100.00	110.00
[fol. 6591]		
Delaware, O.	130.00	
Fostoria, O. (State or Civic)	170.00	150.00
Medina, O. (Tentative)	70.00	
Mount Vernon, O.	150.00	
Norwalk, O.	100.00	110.00
Shelby, O. (Tentative)	70.00	
Tiffin, O.	205.00	
Van Wert, O.	90.00	
Wooster, O.	210.00	210.00
Wooster, O. (Opera House)		60.00

[fol. 6592]

Schedule "C"

Schine Theatres

Short Subject Rental Schedule

Town	Theatre	Run	Play Time	2 Reel Techs.	2 Reel B. & W.	Merrie Melodies	Color Tours	Pictorial Revues	Bands	Vaude. Reels	Novelties	Looney Tunes	Minimum Commitment
						Albany Branch							
Amsterdam	Rialto or Strand or Regent	1st	2/3	20.00	15.00	9.00	7.50	7.50	9.00	7.50	7.50	7.50	1,404.00
Ballston	Regent	2nd	2/3	5.00	5.00								
Carthage	Capitol	1st	1/2	8.50	7.00	2.50	2.50	2.50	2.00	2.00	2.00	2.00	Spot Booking
Glen Falls	Strand	1st	1/2	7.50	6.00	4.00	4.00	4.00	4.00	3.00	3.00	3.00	325.00
Gloversville	Rialto or Empire	1st	2/3	17.50	15.00	9.00	7.50	7.50	9.00	7.50	3.00 7.50	2.50 7.50	236.50 694.50
Hamilton	Glove or Hippodrome	1st	2/3	17.50	15.00	8.50	6.50	7.50	8.50	7.50	7.50	6.50	1,342.00
Herkimer	State	1st	2/3	6.00	5.00	2.50			2.50			2.00	277.00
Hudson Falls	Liberty	1st	2/3	8.50	7.50						4.00	4.00	320.00
Ilion	Strand	1st	1/2	6.00	5.00	2.50			2.50		2.00	2.00	262.00
Little Falls	Capitol	1st	1/2	8.50	7.50	4.25	4.25	3.75	3.75	3.50	2.50	2.50	642.00
Malone	Rialto	1st	2/3	8.50	7.50	4.00	4.00		4.00	4.00	4.00	4.00	Spot Booking
Massena	Malone	1st	1/2	12.50	11.00	7.50					6.50	6.50	728.50
Mechanicville	Massena	1st	1/2	10.00	9.00	6.50					5.00	5.00	592.00
Norwich	State	1st	1/2	10.00	8.50	5.50	5.50	5.50	5.50	5.00	5.00	5.00	429.00
Ogdensburgh	Colonia	1st	1/2	8.50	7.50	5.00			5.00		4.00	3.50	544.00
Oneonta	Strand	1st	1/2	14.50	13.50	7.50					6.00	6.00	801.00
Saranac Lake	Oneonta or Palace	1st	2/3	12.50	10.00	7.50	6.00	6.00	6.00	6.00	5.00	5.00	997.00
Tupper Lake	Pontiac	1st	1/2	8.50	7.00	5.00	4.00						
Watertown	State	1st	2/3	6.00	5.00	2.50			2.50			3.50	459.00
Whitehall	Avon or Olympic	1st	2/3	15.00	12.50	8.50	8.50		8.50	7.50	7.50	2.00 7.50	295.50 Spot Booking
	Capitol	1st	1/2	10.00	10.00 8.00	5.00	5.00	5.00	5.00	4.00	4.00	6.50 4.00	390.00
													10,739.00

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[fol. 6593]

Schedule "C"

Schine Theatres

Short Subject Rental Schedule

Town	Theatre	Run	Play Time	2 Reel Techs.	2 Reel B. & W.	Merrie Melodies	Color Tours	Pictorial Revues	Bands	Vaude Reels	Novelties	Looney Tunes	Minimum Commitment
Buffalo Branch													
Auburn	Jefferson or Palace	1st	3/4	12.50	12.50	7.50	7.00	7.00	7.00	6.50	6.50	6.50	1,166.00
Bath	Babcock	1st	3	7.50	6.50	4.00			3.50			3.00	405.50
Canandaigua	Playhouse	1st	3	7.50	6.50	4.00			3.50			3.00	405.50
Cortland	State or Temple	1st	2/3	15.00	12.50	7.50	6.50	6.50	6.50	6.00	6.00	6.00	1,138.00
Geneva	Geneva or Regent	1st	3	17.50	15.00	8.50	7.50	7.50	7.50	6.00	6.00	6.00	1,290.00
Newark	Capitol	1st	3	7.50	6.50	4.00			3.50			3.00	405.50
Oswego	Strand or Capitol	1st	3	12.50	11.00	6.50	5.50	5.50	5.50	5.00	5.00	5.00	974.00
Penn Yan	Elmwood	1st	2/3	8.50	7.50	4.50			3.50			3.00	468.00
Perry	Auditorium	1st	2/3	7.50	6.00	4.50			4.00			3.50	409.00
Salamanca	Andrews	1st	3	11.00	10.00	5.00	5.00	4.00		4.00	4.00	4.00	741.00
Seneca Falls	Strand	1st	2	6.00	6.00	3.50	2.75	2.75		2.75			380.25
													7,788.75

[fol. 6594]

Cincinnati Branch													
Athens	Athens or Ohio or Court	1st	2/3	12.50	10.00	6.50	5.00	3.50	5.00	3.50	3.50	3.50	839.50
Lexington	Kentucky or Ben-Ali or Strand	1st	3/4	30.00	20.00	15.00	15.00	10.00	10.00	7.50	7.50	7.5	1,375.0
Paris	Bourbon	1st	1	6.00	5.00	3.00	2.50	2.50	2.50	2.50	2.50	2.50	455.00
Piqua	Miami or Piqua	1st	1/2/3	9.50	8.50	5.50	5.50	5.50	5.50	5.50	5.50	4.50	556.00
Richmond	Madison or State	1st	1	6.00	5.00	3.00	2.50	2.50	2.50	2.50	2.50	2.50	370.50
													3,596.00

[fol. 6596]

Schedule "D"

Town	Theatre	Score Rentals	Trailer Rentals Effective 3/13/38
Albany Territory			
Amsterdam, N. Y.	Rialto	$2.50 per day	$3.00
	Strand	2.50 per day—1st run 2.50 per run—2nd run	2.00
	Regent	2.50 per run—2nd run	2.00
Ballston, N. Y.	Capitol	2.50 per run	1.50
Carthage, N. Y.	Strand	2.50 per run	2.00
Gloversville, N. Y.	Glove	2.50 per day	3.00
	Hippodrome	2.50 per day—1st run 2.50 per run—2nd run	2.00
Glens Falls, N. Y.	Rialto	2.50 per day	3.00
	Empire	2.50 per day—1st run 3.00 per run—2nd run	2.00
Hamilton, N. Y.	State	2.50 per run	1.50
Herkimer, N. Y.	Liberty	2.50 per run	2.00
Hudson Falls, N. Y.	Strand	2.50 per run	2.00
Ilion, N. Y.	Capitol	2.50 per run	1.50
Little Falls, N. Y.	Rialto	2.50 per run	2.00
	Hippodrome	2.50 per run	1.50
Malone, N. Y.	Malone	2.50 per day	2.00
Massena, N. Y.	Massena	2.50 per run	2.00
Mechanicville, N. Y.	State	5.00 per run	1.50
Norwich, N. Y.	Colonia	2.50 per day	2.00
Ogdensburg, N. Y.	Strand	2.50 per day	1.50
	Pontiac	2.50 per day	1.50
Oneonta, N. Y.	Oneonta	2.50 per day	3.00
	Palace	2.50 per day	2.00
Saranac Lake, N. Y.	Pontiac	2.50 per day	1.50
Tupper Lake, N. Y.	State	2.50 per run	2.00
Watertown, N. Y.	Avon	2.50 per day	3.00
	Olympic	2.50 per day—1st run 2.50 per run—2nd run	2.00
Whitehall, N. Y.	Palace	2.50 per run—2nd run	2.00
	Capitol	2.50 per run	1.50
Buffalo Territory			
Auburn, N. Y.	Jefferson	2.50 per run	3.00
	Palace	2.50 per run—1st or 2nd	2.00
	Strand (closed)		
Bath, N. Y.	Babcock	2.50 per run	2.00
Buffalo, N. Y.	Granada	2.50 per run	3.00
	Riverside	2.50 per run	3.00
Canandaigua, N. Y.	Playhouse	2.50 per run	2.00
Corning, N. Y.	Fox	2.50 per run	3.00
	State	2.50 per run—1st or 2nd runs	2.00
Cortland, N. Y.	State	2.50 per run	2.00
	Temple	2.50 per run	2.00
Geneva, N. Y.	Geneva	2.50 per day	3.00
	Regent	2.50 per day	2.00

[fol. 6597]

Schedule "D"

Town	Theatre	Score Rentals	Trailer Rentals Effective 3/13/38
Buffalo Territory (cont.)			
Lockport, N. Y.	Palace	2.50 per day	$3.00
	Rialto	2.50 per day—1st run 2.50 per run—2nd run	3.00
	Hi-Art	2.50 per day—1st run 2.50 per run—2nd run	1.50
Newark, N. Y.	Capitol	2.50 per run	1.50
Oswego, N. Y.	Strand	2.50 per run	3.00
	Capitol	2.50 per run—1st or 2nd runs	2.00
Penn Yan, N. Y.	Elmwood	2.50 per run	1.50
Perry, N. Y.	Auditorium	2.50 per run	1.50
Rochester, N. Y.	Riviera	2.50 per run	2.00
	Liberty	2.50 per run	2.00
	Lake	2.50 per run	2.00
	Cameo	2.50 per run	2.00
	Dixie	2.50 per run	2.00
	State	2.50 per run	2.00
	Grand	2.50 per run	2.00
Salamanca, N. Y.	Andrews	2.50 per run	2.00
Seneca Falls, N. Y.	Strand	2.50 per run	1.50
Cincinnati Territory			
Athens, Ohio	Athena	2.50 per run	2.00
	Ohio	2.50 per run	2.00
	Court	2.50 per run	1.50
Lexington, Ky.	Kentucky	5.00 per day—10.00 per run	5.00
	Ben Ali	5.00 per day—10.00 per run	3.00
	Strand	2.50 per run	2.00
	State	2.50 per run	2.00
	Bourbon	2.50 per run	1.50
Paris, Ky.		2.50 per run	2.00
Piqua, Ohio	Piqua	2.50 per run	1.50
	Miami	2.50 per run	1.50
Richmond, Ky.	Madison	2.50 per run	1.50
	State	2.50 per run	
Cleveland Territory			
Ashland, Ohio	Palace	2.50 per run	2.00
	Opera House	2.50 per run	2.00
Bellefontaine, Ohio	Holland	2.50 per day	2.00
Bucyrus, Ohio	Bucyrus	2.50 per run	2.00
	Southern	2.50 per run	1.50

[fol. 6998]

Schedule "D"

Town	Theatre	Score Rentals	Trailer Rentals Effective 3/13/38
Cleveland Territory			
Delaware, Ohio	Strand	2.50 per run	2.00
Fostoria, Ohio	State	2.50 per day—5.00 per run	2.00
	Civic	2.50 per day—5.00 per run	1.50
	Roxy	2.50 per day—5.00 per run	1.50
Kent, Ohio	Kent		2.00
Ravena, Ohio	Ravena		2.00
Mount Vernon	Vernon	To be arranged—house not open	2.00
	Vine	2.50 per run	2.00
	Lyric	2.50 per run	1.50
Medina, Ohio	Princess	2.50 per run	1.50
Norwalk, Ohio	Forum	2.50 per run	2.00
	Moose	2.50 per run	1.50
Shelby, Ohio	Castamba	2.50 per run	1.50
Tiffin, Ohio	Ritz	2.50 per run	2.00
	Tiffin	2.50 per run	2.00
	Grand	2.50 per run	1.50
Van Wert, Ohio	Van Wert	3.00–1/2 dys–5.00–3 days	2.00
	Strand	3.00–1/2 dys.–5.00–3 days	1.50
Wooster, Ohio	Wooster	2.50 per run	2.00
	Opera House	2.50 per run	1.50

[fol. 6599]

Schedule "E"

Clearance

Albany Territory

Town	Theatre	Run	Clearance
Amsterdam, N. Y.	Strand or Rialto	1st	30 days ahead of Broadalbin Fonda and Johnstown.
" "	Regent or Strand	2nd	60 days after first run and 60 days ahead of third run.
Ballston, N. Y.	Capitol	1st	No clearance.
Carthage, N. Y.	Strand	1st	90 days over City of Carthage. 14 days over Lowville.
Glenns Falls, N. Y. (Sold F. N. only)	Rialto or Empire	1st	14 days ahead of Hudson Falls and Ft. Edward. 7 days ahead of Lake George. 60 days ahead of second run Glenns Falls.
" "	Empire	2nd	60 days ahead of third run.
Gloversville, N. Y.	Glove or Hippodrome	1st	45 days ahead of Johnstown, 30 days ahead of Broadalbin. Mayfield, Sacandaga Park and Fonda.
" "	Hippodrome	2nd	No clearance.
Hamilton, N. Y.	State	1st	21 days ahead of Waterville and Oriskany Falls.
Herkimer, N. Y.	Liberty	1st	21 days from last date of first run Utica. 14 days ahead of Ilion, Mohawk and Frankfort.
Hudson Falls, N. Y.	Strand	1st	14 days after first run Glenns Falls. 14 days ahead of second run Glenns Falls. 40 days ahead of Ft. Edward.
Ilion, N. Y.	Capitol	1st	10 days after Herkimer. 30 days ahead of Mohawk and Frankfort.
Little Falls, N. Y.	Rialto or Hippodrome	1st	90 days over City of Little Falls. 14 days ahead of Ft. Plain. 30 days ahead of St. Johnsville and Dolgeville.
Malone, N. Y.	Malone	1st	30 days ahead of Brushton, Ft. Covington, Chateauguay and Bangor.
Massena, N. Y.	Massena	1st	60 days over city of Massena.
Mechanicville, N. Y.	State	1st	No clearance.
Norwich, N. Y.	Colonia	1st	30 days ahead of Sherburne, Oxford, Greene, New Berlin and Sidney.
Ogdensburg, N. Y.	Strand or Pontiac	1st	30 days ahead of Waddington, Canton and Norwood.

[fol. 6600]

Schedule "E"

Clearance

Albany Territory

Town	Theatre	Run	Clearance
Oneonta, N. Y.	Oneonta or Palace	1st	30 days ahead of Cooperstown, Morris and Delhi.
Saranac Lake, N. Y.	Pontiac	1st	30 days ahead of Lake Placid—with open booking during the period; June 15 to Sept. 15 and Jan. 15 to Feb. 15th.
Tupper Lake, N. Y.	State	1st	30 days ahead of Faust and Sunmount.
Watertown, N. Y.	Avon or Olympic	1st	30 days ahead of Adams and Sacketts Harbor. 60 days first run over second run.
" "	Olympic or Palace	2nd	60 days ahead of third run.
Whitehall, N. Y.	Capitol	1st	No clearance.

Buffalo Territory

Auburn, N. Y.	Jefferson or Palace or Strand	1st	30 days ahead of Skaneateles.
" "	Palace or Strand	2nd	60 days over third run.
Bath, N. Y.	Babcock	1st	30 days ahead of Hammondsport, Avoca, Savona, Prattsburg and Cohocton.
Buffalo, N. Y.	Granada	sub.	10 days on Central Park, Varsity and Little Kensington. 14 days ahead of Williamsville.
" "	Riverside	sub.	Immediately after Shea's No. Park. 14 days on Park, Pastime and Unity. 10 days on Kenmore and Victoria. 21 days on all 10¢ houses and 15¢ houses.
Canandaigua, N. Y.	Playhouse	1st	No clearance.
Corning, N. Y.	Fox or State	1st	30 days on Painted Post and Addison. 60 days on City of Corning. 60 days on third run.
" "	State	2nd	30 days on Painted Post and Addison. 60 days City of Corning. 60 days on third run.
Cortland, N. Y.	State or Temple	1st	30 days on Homer, Marathon, McGrawsville, Tully, Groton and Moravia.
Geneva, N. Y.	Geneva or Regent	1st	30 days ahead of Clifton Springs, Lyons, Phelps, Seneca Falls and Waterloo. 7 days on Penn Yan. (?)

[fol. 6601]

Schedule "E"

Clearance
Buffalo Territory (cont.)

Town	Theatre	Run	Clearance
Lockport, N. Y.	Palace or Rialto or Hi-Art	1st	30 days ahead of Neufane and Middleport.
" "	Rialto or Hi-Art	2nd	30 days ahead of Neufane and Middleport. 60 days over third run.
Newark, N. Y.	Capitol	1st	30 days ahead of Lyons, Palmyra and Clyde.
Oswego, N. Y.	Strand or Capitol	1st	30 days ahead of Fulton, Minetto and Pulaski.
" "	Capitol	2nd	60 days on third run.
Penn Yan, N. Y.	Elmwood	1st	30 days ahead of Dundee.
Perry, N. Y.	Auditorium	1st	No clearance.
Rochester, N. Y.	Cameo	sub.	After Fenyvessy's Strand, Madison and Monroe.
" "	Grand	sub.	7 days on Family and Empire. Pictures to become available immediately after Strand-Madison Theas.
" "	Lake	sub.	After Fenyvessy's Strand, Madison and Monroe. 10 days on Empress and Lyric.
" "	Riviera or Liberty	3rd	Second run to play only in Temple and Capitol Theatres. 30 days on Lake, Cameo and Hollywood Theatres. 21 days on all subsequent runs in Rochester. 21 days ahead of all 10¢ houses.
" "	State or Dixie	3rd	To be played day and date with Riviera or Liberty Theatres or within 10 days. State Theatre, 10 days clearance on Webster Thea. Dixie Theatre, 10 days clearance on Hub, Seabreeze, Hudson and Astor. Pictures must be played within 21 days of availability.
" "	Riviera or Liberty	4th	Repeat run—If played within 21 days after Notice of Availability.
" "	State or Dixie	4th	Repeat run—State Theatre, 14 days clearance on Webster Thea. Dixie Theatre, 10 days on Hub, Seabreeze, Hudson, Astor. Pictures must be played within 21 days of availability.
Salamanca, N. Y.	Andrews	1st	30 days ahead of Randolph, Little Valley and Ellicottville.
Seneca Falls, N. Y.	Strand	1st	14 days after Geneva Theatre, Geneva. 10 days after Regent Theatre, Geneva. 30 days ahead of Waterloo.

[fol. 6602]

Cincinnati Territory

Town	Theatre	Run	Clearance
Athens, O.	Athena or Ohio or Court	1st	30 days ahead of Nelsonville, Gloucester and Pomeroy.
Lexington, Ky.	Kentucky or Ben Ali or Strand	1st	First run City of Lexington.
" "	Strand or State	2nd	60 days over third run.
" "	Strand or State	3rd	30 days over fourth run.
Paris, Ky.	Bourbon	1st	No clearance.
Piqua, O.	Piqua or Miami	1st	To receive the same availability as Troy.
Richmond, Ky.	Madison or State	1st	First run City of Richmond.

Cleveland Territory

Ashland, O.	Palace or O. House	1st	30 days ahead of Ludaire.
Bellefontaine, O.	Holland	1st	30 days ahead of E. Liberty and De Graff.
Bucyrus, O.	Bucyrus or Southern	1st	30 days ahead of Attica and Nevada.
Delaware, O.	Strand	1st	No clearance.
Fostoria, O.	State or Civic or Roxy	1st	As available.
Kent O. or Ravena	Kent or Ravena	1st	30 days ahead of Garrettsville and Mantua.
Kent, O. or Ravena	Kent or Ravena	2nd	As available.
Medina, O.	Princess	1st	No clearance.
Mount Vernon, O.	Vine or Vernon or Lyric	1st	60 days over City of Mount Vernon. 30 days ahead of Utica.
Norwalk, O.	Forum or Moose	1st	60 days in Norwalk. 14 days ahead of Lyons, Huron, New London and Milan.
Shelby, O.	Castamba	1st	7 days after Mansfield. As available.
Tiffin, O.	Ritz or Grand or Tiffin	1st	90 days City of Tiffin.
Van Wert, O.	Van Wert or Strand	1st	30 days ahead of Rockford.
Wooster, O.	Wooster or O. House	1st	14 days ahead of Orville.

[fol. 6603]

Schedule "F"

Admission Prices

Town	Theatre	Matinee	Evening
Albany Territory			
Amsterdam, N. Y.	Rialto or Strand	10-25¢	10-30¢
	Regent	10-15¢	10-15¢
Carthage, N. Y.	Strand	10-20¢	10-30¢
Glens Falls, N. Y.	Rialto	10-25¢	10-30¢
	Empire	10-15¢	10-15-25¢
Gloversville, N. Y.	Glove	10-25¢	10-25-35¢
	Hippodrome	10-25¢	10-30¢
Hamilton, N. Y.	State	10-25¢	10-30¢
Herkimer, N. Y.	Liberty	10-25¢	10-25-30¢
Hudson Falls, N. Y.	Strand	10-25¢	10-30¢
Ilion, N. Y.	Capitol	10-25¢	10-25¢
Little Falls, N. Y.	Rialto	10-25¢	10-25-35¢
	Hippodrome	10-15¢	10-15¢
Malone, N. Y.	Malone	10-15-25¢	10-15-25¢
Massena, N. Y.	Massena	10-25¢	10-25-35¢
Norwich, N. Y.	Colonia	10-25¢	10-25¢
Ogdensburg, N. Y.	Strand	10-25¢	10-25-35¢
	Pontiac (not open at present)		
Oneonta, N. Y.	Oneonta	10-25¢	10-25-35¢
	Palace	10-25¢	10-25¢
Saranac Lake, N. Y.	Pontiac	10-25¢	10-25-35¢
Tupper Lake, N. Y.	State	10-25¢	10-25-35¢
Watertown, N. Y.	Avon	10-15-25¢	10-25-35¢
	Olympic	10-15¢	10-15-25¢
	Palace	10-15¢	10-15¢
Ballston, N. Y.	Capitol	10-20¢	10-35¢
Mechanicville, N. Y.	State	10-25¢	10-25-35¢
Whitehall, N. Y.	Capitol	10-25¢	10-25-35¢
Buffalo Territory			
Auburn, N. Y.	Strand (closed)		
	Jefferson	10-25¢	10-25-35¢
	Palace	10-15¢	10-25¢
Bath, N. Y.	Babcock	10-25¢	10-30¢
Buffalo, N. Y.	Granada	10-25¢	10-25¢
	Riverside	10-25¢	10-25¢
Canandaigua, N. Y.	Playhouse	10-15¢	10-25¢
Corning, N. Y.	Fox	10-20¢	10-25¢
	State	10-15¢	10-20¢
Cortland, N. Y.	State	10-25¢	10-25-35¢
	Temple	10-15¢	10-20¢

[fol. 6604]

Schedule "F"

Admission Prices

Town	Theatre	Matinee	Evening
Buffalo Territory (cont.)			
Geneva, N. Y.	Geneva	10-25¢	10-25-35¢
	Regent	10-25¢	10-25¢
Lockport, N. Y.	Palace	10-25¢	10-25-35¢
	Rialto	10-25¢	10-25¢
	Hi-Art.	10-15¢	10-20¢
Newark, N. Y.	Capitol	10-25¢	10-25-35¢
Owsego, N. Y.	Strand	10-25¢	10-25-35¢
	Capitol	10-15¢	10-25¢
Penn Yan, N. Y.	Elmwood	10-25¢	10-25-35¢
Perry, N. Y.	Auditorium	10-25¢	10-25¢
Rochester, N. Y.	Liberty	10-25¢	10-25¢
	Riviera	10-25¢	10-25¢
	State	10-15-25¢	10-15-25¢
	Dixie	10-25¢	10-25¢
	Lake	10-20¢	10-20¢
	Grand	10-15¢	10-15¢
	Cameo	10-20¢	10-20¢
Salamanca, N. Y.	Andrews	10-20¢	10-20-30¢
Seneca Falls, N. Y.	Strand	10-25¢	10-25-35¢
Cincinnati Territory			
Athens, Ohio	Athena	10-25¢	10-30¢
	Ohio	10-15¢	10-25¢
	Court (Closed)		
Lexington, Ky.	Kentucky	10-25¢	10-35¢
	Strand	10-10¢	10-15¢
	State	10-10¢	10-15¢
	Ben Ali	10-25¢	10-35¢
Paris, Ky.	Bourbon	10-16¢	10-27¢
Piqua, O.	Piqua	10-25¢	10-30¢
	Miami	10-15-20¢	10-15-20¢
Richmond, Ky.	Madison	10-16¢	10-16-27¢
	State	10-15¢	10-20¢
Cleveland Territory			
Ashland, O.	Opera House	10-15¢	10-30¢
	Palace	10-20¢	10-20¢
Bellefontaine, O.	Holland	10-20¢	10-25¢
Bucyrus, O.	Bucyrus	10-15¢	10-25¢
	Southern	10-15¢	10-20¢
Delaware, O.	Strand	10-26¢	10-31¢
Fostoria, O.	Civic	10-21¢	10-31¢
	State	10-25¢	10-20-30¢
	Roxy	10-15¢	10-15¢

[fol. 6605]

Schedule "F"

Admission Prices

Town	Theatre	Matinee	Evening
Cleveland Territory (cont.)			
Kent, O.	Kent	10-25¢	10-30¢
Medina, O.	Princess	10-20¢	10-30¢
Mount Vernon, O.	Vine	10-25¢	10-25-35¢
	Vernon (new house not yet open)		
	Lyric	10-15¢	10-15¢
Norwalk, O.	Forum	10-20¢	10-30¢
	Moose	10-15¢	10-20¢
Ravena, O.	Ravena	10-25¢	10-35¢
Shelby, O.	Castamba	10-15¢	10-25¢
Tiffin, O.	Ritz	10-20¢	10-20-30¢
	Tiffin	10-15¢	10-20¢
	Grand		10-15¢
Van Wert, O.	Van Wert	10-15-20¢	10-15-25¢
	Strand	10¢	10-15¢
Wooster, O.	Wooster	10-25¢	10-25-35¢
	Opera House	10-20¢	10-20¢

PLAINTIFF'S EXHIBIT W-4 (1)

SEAL SHEET

TREATIES	TERMS
	Warner-Brock National Income 1937-3 Stat 1958 ff 39 Sec 4
Realty	4 - 3/4 Depos 35% to apply
of	2 - 3/4 " 35% (Remain to 30%) to apply of 25%
Strand	8 - 3/4 " 30% no - plicit
	2 - 3/4 " 30% (Remain to 25%)
	10 - 3/3 " 25%
Amsterdam	12 - 3/3 " $175.00
	22 - 3/3 " $100.00

Screen Trades Corp to Secy 1936-37

Chesapeake Corp to Secy 1936-37

Subject to Master Agreement which provides for Secy 1936-1937

6606

4457

W4(a)

DEAL SHEET

9/14/37

THEATRE	TERMS				
	Miami - First National Stems	'37-38	1938-39	1939-40

Regent — 6 @ 50% - 7/3 Days
54 @ 22½% - 7/3

Miami — Screen Guild Stems 25% Gross 1936-37

Dolphin — Clearance Same as Miami 1936-37

Amsterdam — Subject to Master Agreement Same as Miami for Stems 1936-37

ACCEPTED: Ben Kalmenson
(Loew's Inc.)

ACCEPTED: [signature]
(Radio Circuit, Inc.)

6807

W 9(3) X 9/10/37

REAL ESTATE

THEATRE	TERMS
	Term National Season 1937-38 1938-39 1939-40
	4-2 Days @ 35% to Split
	2-2 " @ 35% (Minimum to 30%) to Split of 35%
Capitol	6-2 " @ $50.00
Ballston	4-1/2 " $75.00
	23-1/2 " $20.00
My	21-1/2 " 12.50
	Scores 2.50
	Trailers 3.00
	Clearance Lenses Season 1936-37
	Subject to Terms Agreement which Granted for Selling Current Season 1936-37

ACCEPTED: [signature]

ACCEPTED: [signature]
(Keystone Circuits, Inc.)

6608

4459

W4(4) 9/18/37

DEAL SHEET

THEATRE	TERMS
	Season - Dual National Cleaning 1937-38 1938-39 1939-40
Strand	4 - 7/3 Days @ 35% to split
	2 - 7/3.. @ 35% (season to 30%) to split 35%
	6 - 7/3. @ 30%
Carthage	4 - 1/2. @ 40.00
	10 - 1/2. @ 45.00
	34 - 1/2. @ 17.50
	Season 7 miles same as season 1936-37
	Clearance same as season 1936-37
	Subject to Master Agreement which prevailed for season 1936-37

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Exhibitor Circuit, Inc.)

6809

W4(5)

4-8-37

DEAL SHEET

THEATRE	TERMS
	First National Season 1937-38 1938-39 1939-40
Plaza N. Empire Glens Falls N.Y.	2 - 2/5 Days @ 35% to split
	1 - 2/3 " @ 35% (reversion to 30%) to split @ 35%
	4 - 2/3 " @ 30%
	1 - 2/3 " @ 30% (reversion to 25%)
	9 - 2/3 " @ 25%
	11 - 2/3 " @ 20%
	2 - 2/3 " @ 15%
	Scores & Trailers same as Season 1936-37
	Clearance same as Season 1936-37
	Subject to Master agreement which prevails for Season 1936-37

ACCEPTED: Max Kalmenson
(Distributor)

ACCEPTED: Sam Rosenwald
(Schine Circuit, Inc.)

4461

W.4(b)X

9/28/37

DEAL SHEET

THEATRE	TERMS
	known- First National Season 1937-38 1938-39-1939-40
Empire	4 @ 75.00
	10 @ 35.00
	46 @ 17.50
	} 2/3 Days
Glenwood Falls	
	Same as Season 1936-37
	Screen + Trailers
	Subject to Master Agreement which prevailed for Season 1936-37

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Saline Circuit, Inc.)

6611

W 4 (7)

DEAL SHEET

9/11/37

THEATRE	TERMS
	Warner First National Years 1937-38 1938-39 1939-40
	4- 3/4 Days @ 35% to 60%
Blue N Hyperion	2- 3/4 " @ 35% (Increase to 30%) to 60% of 35%
	8- 3/4 " @ 30%
	2- 3/4 " @ 30% (Increase to 25%)
	10- 3/3 " @ 25%
	17- 3/3 " @ $100.00
Glenville N.Y.	17- 3/3 " @ $80.00
	Screen Traile Stand as season 1936-37
	Clearance Zone as season 1936-37
	Subject to Master Agreement which prevails for season 1936-1937

ACCEPTED: Harry Palmer
(Paramount)

ACCEPTED: [illegible]
(Schine Circuit, Inc.)

6612

4463

W 4(a) 9/18/37

DEAL SHEET

THEATRE	TERMS
	Warner Bros. First National Product Season 1937-38 1938-39

15 Pictures Minimum Selection out of 60 Pictures

Hippodrome
2nd Run
Gloversville

20 days 10 00

Scope 2 VO

Trailer 3 no

Clearance
Fifthpa 40 days after 1st Run Gloversville

ALBANY
SEP 18 1942
Schine EXHIBIT
No. 116 CASE No. 15-35-42

ACCEPTED ..... (Exhibitor)

ACCEPTED ..... (Schine Circuit, Inc.)

8613

DEAL SHEET

THEATRE	TERMS
	1939-40

Ritz

Grandville

W.Y.

4 @ 60% 2 3 1 — Paramount, Universal, Columbia, Loew's

2 @ 50% 2 3

6 @ 40% 2 3

11 @ 32½% 2 3

23 @ 17½% 2 3

13 @ 12½% 2 3

Trailing 1st

All Terms & Conditions of franchise

to apply

SELECTION

1st 2 REEL SUBJECTS

1st { COLOR 6:00 1/3 Days
{ CLASSIFIED 5:00 "

2nd SELECTION

1 REEL SUBJECTS

Color or Classified

3:00 1/3 Days

ACCEPTED: Paul Krumenacker
(Distributor)

ACCEPTED: [signature]
(Schine Circuit, Inc.)

6614

4465

W4(10)

DEAL SHEET

THEATRE	TERMS

2 @ 60.00 2-3 + 2

1 @ 60.00 2-3

1 @ 40.00 2-3

4 @ 32.50 2-3

15 @ 17.50 2-3

11 @ 12.50 2-3

Practice 6.50

All Terms & Conditions of

franchise to be complied with

SELECTION

(16) 1 Reel Subjects

1P { Color 6.00 7 days
Bamboo 5.00 " "

SELECTION

(30) 1 Reel Subjects

Color or Black & White

3.00 7 days

ACCEPTED [illegible] (Metro Printing)

ACCEPTED [illegible] (Sabino Circuit, Inc.)

6815

W4(11)-1

~~W4(11)-1~~ 9/9/37

~~Loew's~~ DEAL SHEET

3/26/37

THEATRE	TERMS
Mem'l - Grand National Season 1937-38 1938-39 1939-40	
	4-7/3 Days @ 35% to split
State	7-7/3 - @ $65.00
Hamilton N.Y.	4-7/3 - @ $35.00
	45-1/2 @ $20.00
	Loew's Inviolate same as Season 1936-37
	Clearance same as Season 1936-37
	Subject to master agreement which prevailed for Season 1936-37

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Rialto Circuit, Inc.)

6816

4467

W4(12) 9/28/37

DEAL SHEET

THEATRE	TERMS
	Warner-First National Season 1937-38 1938-39
Liberty	4-⅓ runs @ 35% to split x
	2-⅓ @ 35% (Reserve to 25%) to split 30%
	6-⅓ @ 30%
Herkimer-N.Y.	4-⅓ @ $75.00
	44-⅓-@ 35.00
	Same as season 1936-37
	Same as season 1936-37
	Subject to Master agreement which terminates 1936-37

ACCEPTED: Dan Halmeman
(Distributor)

ACCEPTED: [signature]
(Schine Circuit, Inc.)

8817

W4(13)

DEAL SHEET

THEATRE	TERMS
	Universal Universal National Screen 1937-38 1938-39 1939-40
Strand	4-⅓ days @ 35% to Split
	7-⅓ " @ $50.00
Hudson Falls N Y	26-½ " @ $25.00
	23-½ " @ $15.00
	1 cover - Trailer Same as Season 1936-37
	Clearance Same as Season 1936-37
	Subject to master agreement which Provides for Season 1936-37

ACCEPTED: Harry Palmer
(Signature)

ACCEPTED: [illegible]
(Jubilee Circuit, Inc.)

6618

4469

W 4(14) 9/28/37

DEAL SHEET

THEATRE	TERMS
	Warner Theatre National Starring '37-38 '38-39 1939-40
	6-7/3 Days 150.00
Capitol	10-7/3. 50.00
	10-7/3 - 35.00
Elsmere NY	34-7/3 22.50
	Scores 2.50
	Trailer 3.00
	Clearance 30 Days over Steamgate & Mohawk
	Subject to Master Agreement Schine Circuit Metro 1938-39

ACCEPTED: Louis Talmenson
(Division Manager)

ACCEPTED: [illegible]
(Schine Circuit, Inc.)

8819

P. H. K. 4 (12)
~~Loew~~ W4(15)
3/5/42
SEAL SHEET
9/28/37.

THEATRE	TERMS
	Loew - Paramount Schine 1937-38 1938-39 1939-40
Realto	4-3/3rds @ 35% to Felix
	2- 3/3 - @ 35% (Loew + 30%) to Felix & 35%
	6- 3/3 - @ 30%
	20- 3/3 - @ 45%
Little Falls N.Y.	28- 1/2 - @ 30%

Loew v Trainlus Same as Loew 1936-37

Clearance Same as Schine 1936-37

Subject to Master agreement which Permits for Schine 1936-37

ACCEPTED: Loew's Incorporated
ACCEPTED: Paramount Pictures, Inc.

6630

4471

W4(16)

9/28/07

DEAL SHEET

THEATRE	TERMS					
	Weekend	Split	Net &	Term	1937-38	1938-39	1939-40
	4-⅓ days @ 35% to split					
Malone	2-⅓ @ 35% (Percentage 30%) to split @ 35%					
	10-½ - 40%					
Malone, N.Y.	10-½ - 30%					
	34-½ - 40%					
	60 Series & Trailers	Same	as	Season	1936-37	
	Clearance	Same	as	Season	1936-37	
	Subject to Master Agreement which Prevails for Season 1936-37					

ACCEPTED: Ray Johnson

ACCEPTED: [illegible]
(Radio Circuit, Inc.)

8621

W 4(17) 9/15/37

REAL SHEET

THEATRE	TERMS
	Always Same Policy Season 1937-38 1938-39 1939-40
	4-⅓ Days @ 33⅓% to split
Massena	2-⅓ " @ 38% (Minimum $20) to split 35%
	6-⅓ " @ 30%
	6-½ @ 50"
Massena, NY	4½-½ @ $35"
	Scenes - Trailers Same as Season 1936-37
	Clearance Same as Season 1936-37
	Subject to Master Agreement Split Prints Same as Season 1936-37

Play Theatres Corporation
By [illegible]
(Exhibitor Circuit, Inc.)

8622

4473

W4(18) 9/24/37

DEAL SHEET

THEATRE	TERMS
	Universal First National Seam 1937-38 1938-39 1939-40
State Mechanicville NY	4-2 days @ 35% to split 2-2 " @ 35% (Reverts to 30%) to split if 35% 6-2 " @ $85.00 4-2 " @ $40.00 44-½ " @ $30.00 Scenes $ Trailers $3.00 1 same clearance as Seam 1936-37 Subject to master agreement with Grenadier Seam 1936-37

Ben J. Alexander
ACCEPTED.....
Operating
ACCEPTED.....
(Empire Circuit, Inc.)

6623

4474

FIRST NATIONAL Picture

WARNER BROS Picture

W4.(19) X

VITAPHONE 35 Short Subjects

CIRCUIT SCHINE ENTERPRISES CORP. BRANCH ALBANY, NY. NO.

OPERATING CO. TOWN ROMULUS, NY.

SEASON 1939-39 and 1939-40.

THEATRES	NO PICT.	NO. DAYS	FILM RENTAL	SCORES
COLONIA	4	2/3	35% to split	
	3	2/3	35% (Rev. to 30% to split if 35%)	
	6	2/3	30%	
	6	1/2	$60.00 flat	
	20	1/2	50.00 flat	
	14	1/2	30.00 flat	
			This deal subject to the terms of the Master Agreement.	
				TRAILERS

REMARKS:

Accepted Paul Krumenacker
Manager

Accepted [signature]
Booker

6624

4475

W4(20) 9/28/37

X

DEAL SHEET

THEATRE	TERMS
Loews Bway National Season 1937-38 1938-39 1939-40	
Colonial	1- 7/3 Reps @ 35% to split
	2- 7/3 - @ 35% (Increase to 30%) to split of 35%
	6- 7/3 - @ 30%
Newark NJ	6- 1/2 - 75.00
	10 1/2 - 60.00
	10 1/2 - 45.00
	12 1/2 - 30.00
	Season Tickets Same as Season 1936-37
	Clearance Same as Season 1936-37
	Subject to Master Agreement which Prevails for Season 1936-37

ACCEPTED: Ben Talmenson
(Proprietor)

ACCEPTED:
(Radio City 14, Inc.)

8625

W4(21)

DEAL SHEET

THEATRE	TERMS			
	WARNER—FIRST NATIONAL (Seasons 1936-39, 39-40).			
Strand	4	0	50% to split	56 Days
	2	0	50%(reversion to 30%) to split 1st 50%	2-8 "
	8	0	30%	2-8 "
	2	0	30%(reversion to 25%)	2-8 "
CONSESSIONS	9	0	75.00	1-2 "
	11	0	90.00	1-2 "
	25	0	92.50	1-2 "

160

SCREEN and TRAILERS: Same as season 1937-38.

CLEARANCE: 14 days ahead of Keston. 30 days ahead of Haddington and Norwood.

Subject to Exeter Agreement which prevailed for season 1937-38.

Supersedes deal sheet dated 9/22/37 for the seasons 1938-39 and 1939-40).

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Exeter Circuit, Inc.)

6626

4477

W 4(22) 9/18/37

REAL SHEET

TREATIES	TERMS
Interview Terrell Yoland Season 1937-38 1938-1939 1939-40	
	4 - 7/8 Boys @ 35% to Felix
	2 - 7/8 " @ 35% (Reserve to 30%) to Felix @ 30%
Steed	8 - 7/8 " @ 30%
Ogdensburg N.Y.	2 - 7/8 " @ 30% (Reserve to 25%)
	8 - 7/8 " @ 25%
	11 - 7/8 " @ 40.00
	25 - 7/8 " @ 52.50
	Same as Season 1936-1937
	Terrell Trouble Season 1936-1937
	Same as Season 1936-1937
	Changing Quarters which Circuit for Season 1936-1937
	Subject to Match

ACCEPTED Dewey Kalmuss
Secretary

ACCEPTED
(Sparks Circuit, Inc.)

6627

FIRST NATIONAL Picture

WARNER BROS Picture

W-1(23)

VITAPHONE Short Subjects

CIRCUIT SCHINE ENTERPRISES CORP. BRANCH ALBANY, NY. NO

OPERATING CO. TOWN ONEONTA, NY.

SEASON 1939-39 and 1939-40.

THEATRES	NO PICT.	NO. DAYS	FILM RENTAL	SCORES
ONEONTA	4	3	35% to split	
or	3	2/3	35% (Rev. to 30%-to split if 35%)	
PALACE	8	2/3	30%	
	3	2/3	30% (Rev. to 25%)	
	10	1/3	$70.00 flat	
	10	1/3	60.00 flat	
	16	1/3	$7.50 flat	
			This deal subject to the terms of the Master Agreement.	
				TRAILERS

REMARKS:

Accepted [signature]

Accepted [signature]

Branch

8628

4479

W4(29) 9/18/37

DEAL SHEET

THEATRE	TERMS	1937-38	1938-39	1939-40
	Winner-Take-All Basis	Same		
	4- 3 Days 35% to split			
Quenta)	2- 7/3. 35% (Reverts to 30%) to split y 35%			
N	8- 7/3. 30%			
	2- 7/3. 30% (Reverts to 25%)			
Palace	10- 1/3. 25%			
	10- 1/3. $75.00			
Quenta N.Y	24- 1/2 $50.00			
	Same as Season 1936-37			
	Same as Season 1936-37			
	Same as Season 1936-37 which Provides for			
	Subject to master agreement			

ACCEPTED: Paramount Pictures, Inc.
(Distributor)

ACCEPTED: Earl Lynch
(Exhibitor Circuit, Inc.)

6629

W4(25)x 9/28/37

DEAL SHEET

THEATRE	TERMS
(Universal-Franklin Johnson Season '37-38 '38-39 '39-40	
Portion	4- 2/3 Days @ 35% to Split
	2- 2/3 " @ 35% (Reverts to 30%) to Split of 35%
	6- 2 " @ 30%
Seneca Lake N.Y.	4- 1/2 @ 75"
	14- 1/2 @ 50"
	30- 1/2 @ 40"
	Seven Twelve Seas 40 Seas '38-39
	Clearance Same 20 Days '38-39
	Subject to Master Agreement Nick Franklin Season '38-39

ACCEPTED: Ben Kalmenson

ACCEPTED: (Regina Circuits, Inc.)

6630

4481

W ½ (26) Hamilton
X
9/28/37

DEAL SHEET

THEATRE	TERMS
Illinois-Illinois Natural Season '37-38 '38-39 Renewal	
State	4- ⅔ Days @ 35% to split
	7- ⅓ - @ 50¢
	26- ½ - @ 20¢
Upper Lake	18- ½ - @ 17½¢
N.Y.	5- ½ - @ 15¢
	Same as Season 1936-37
Screen Standard	Same as Season 1936-37
Clearance	Same as Season 1936-37 which formerly Effective 1936-37
Subject to Master Agreement	

ACCEPTED: Harry Palmer

ACCEPTED: [illegible]

(Exhibitors Circuit, Inc.)

8631

W4(27) 3/4427/98/67

DEAL SHEET

THEATRE	TERMS
	Warner-Stanley National Season 1937-38 1938-39 1939-40
Capitol	4 - 2 days @ 35% to split
	2 - 2 " @ 35% (Reverts to 30%) to split of 35%
	6 - 2 " @ 60
Whitehall N.Y.	4 - ½ @ 30.00
	23 - ½ @ 25.00
	21 - ½ @ 20.00
	Screen 2.50
	Trailers 3.00
	Clearance same as Season 1936-37
	Subject to master agreement which Chronicle for Season 1936-37

ACCEPTED: Mary J. Kalmus
(Theatre)

ACCEPTED: [signature]
(Motion Picture, Inc.)

6832

4483

W4(28) 9/18/37

SEAL SHEET

THEATRE	TERMS
Warner-Franchise National Screen	1937-38 1938-39 1939-40
Arcadia	4- 2/3 Days @ 25% to split
Olympia	2- 2/3 " @ 35% (Reclaim to 30%) to split of 25%
Watertown N.Y.	8- 2/3 " @ 30%
	2- 2/3 " @ 30% (Reclaim to 25%)
	10- 2/3 " @ 25%
	10- 2/3 " @ 110%
	24- 2/3 " @ 100%
	Drive-In Theatres Same as Season 1936-37
	Changes Same as Season 1936-37
	Subject to Master Agreement which Governed for Season 1936-37

ACCEPTED: ..... (Paramount)

ACCEPTED: ..... (Skouras Circuit, Inc.)

8633

W4(29) 9/18/37

THEATRE | TERMS

Olympia

N

Palace

Loew's Inc. National Screen 1937-38 1938-39 1939-40

6 @ 20.00
7 @ 30.00
} 1/3 Blyd

Loew's Inc. Same as Season 1936-37

Clearance Same as Season 1936-37

Subject to master Agreement which Expires Season 1936-37

Rec'd Rem

Watertown

ACCEPTED: Perry Fellememan
(Loew's Inc.)

ACCEPTED:
(Loew's Cleveland, Inc.)

6634

W4(30) 9/18/37

DEAL SHEET

THEATRE	TERMS	1937-38	1938-39
	Warner-First National	Same	
Palace or Opera House	4-⅓ Days @ 35% to split		
	2-⅓ . @ 35% (Remain to 30%) to split if		
	6-⅓ . @ 30%		
	26-⅓ . @ 50%		
	22-⅓ . @ 40%		
Ashland-Ohio	Screen-Trailer	Same as Season	1936-37
	Clearance	Same as Season	1936-37
	Subject to master agreement		

ACCEPTED: Ben Kalmenson
(Warner Bros.)

ACCEPTED: [illegible]
(Loew's Circuit, Inc.)

6635

W4(31)

DEAL SHEET 11/2/39

TRADE	TERMS
	Warner - First National
	Season 1939-40
Glazel	6 - @ 35% 2-30 on
"	10 - @ 30% - 2-3 "
	12 - @ 43 2-3 "
Joyce	12 @ 28 2-3 "
	8 - @ 18 2-3 "
Bowling	Trailers 3
Green	
Rico	

ACCEPTED Atlas Safety
(Advertiser)

ACCEPTED Jean Lynch
(Moving Circuit, Inc.)

8636

4487

W4(32) 9/15/37

DEAL SHEET

THEATRE	TERMS
	Wagner Trust National Season 1937-38 1938-39
Bucyrus	4- 2/3 Days @ 35% to Split
	2- 2/3 @ 35% (Reason to 30%) to Split of 35%
	1- 2/3 @ 30%
	2- 2/3 @ 30% (Reason to 25%)
State	20- 1/3 @ $30.00
	10- 1/3 @ $25.00
	14- 1/3 @ 20.00
Bucyrus Ohio	Screen Trailers Same as Season 1936-37
	Clearance Same as Season 1936-37
	Subject to Master Agreement where Operative 1937-8

Buy Telegram

(Ralph Cipriani, Inc.)

8837

W4(33)

9/14/37

TREATIES	TERMS
	Owners Small Natural Sprgs 1937-38 1938-39 1939-40
Strauss	4-1/3 Bays @ 25% to split
	2-1/3 " @ 35% (Reversion to 20%) to split 35%
	6-1/3 " @ 30%
Delaware Ohio	4-1/3 " @ $75.00
	10-1/3 " @ $60.00
	9-1/3 " @ $50.00
	13-1/3 " @ $40.00
	12-1/3 " @ $25.00
	Leases - Trailers Same as 1936-1937
	Clearance Same as Season 1936-1937
	Subject to Master Agreement with Guarded for Season 1936-1937

Dean Kalmanash

ACCEPTED

Eastman

(Indiana Gleaners, Inc.)

9838

4489

W4(34) 9/18/37

DEAL SHEET

3/26/42

THEATRE	TERMS
	Warner-Stanley National Theatres 1937-38 1938-39 1939-40
Ohio Theatre	4-2/3 Days @ 35% to split
Opera House	2-2/3 " @ 35% (Reverts to 30%) to split of 35%
or	8-2/3 " @ 30%
Civic	2-2/3 " @ 30% (Reverts to 25%)
or	20-2/3 - @ 35.00
Roxy	24-2/3 - @ 30.00
	Same as Season 1936-37
Fostoria, Ohio	Clearance Same as Season 1936-37
	Subject to Master Agreement which prevailed for Season 1936-37

ACCEPTED: Boris Kalmenson
(Signature)

ACCEPTED: [illegible]
(Selma Circuit, Inc.)

5610.

W4(35)

DEAL SHEET

9/28/37

THEATRE	TERMS
Warner-First National	Season 1937-38 1938-39 1939-40
1-Hines Next Ohio Ov Schines Cleveland Theatres	4 @ 35% to split - 3/4 Days 2 @ 35% (Reissue 2 30%) to split of 35% - 3/4 Days 6 @ 30% - 3/4 Days 14 @ 60" - 2/3 18 @ 40" - 2/3 16 @ 35" - 2/3. Season 1936-37 Same as Season 1936-37 Same Agreement which prevailed for Season 1936-37 Subject to Master Clearance Schedule - Dealer

Ben Talmer

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Shine Circuit, Inc.)

8640

WH(Tx) 9/28/37

DEAL SHEET

THEATRE	TERMS
	Warner-First National Season 1937-38 1938-39
Schines Kent or Schines Rockaway Repeats	40 Options Selection out of 60 5 - 7/30 ap @ 60.00 5 - 2/3 @ 40.00 20 - 1/2 @ 30.00 Scores 2 wv Trailer 3.00 clearance same as present Season 1936-37 subject to Schine Meeting

ACCEPTED: Ben Kalmenson (Vitaphone Corp.)

ACCEPTED: [signature] (Schine Circuit, Inc.)

8641

~~1/15/37~~ W4(37) 9/28/37

DEAL SHEET

THEATRE	TERMS	X
	Renewal-First National Season '37/38 '38/39 1939-40	
	4 - 2/3 days @ 35% to split	
	2 - 2/3 " @ 35% (Increase to 30%) to split of 35%	
Schines	10 - 2/3 " @ $40.00	
Medina	44 - 1/2 " @ $22.50	
Ohio	Lorain - $.00	
	Trailers - $.00	
	Same clearance as 1936-37 Terms as 1936-37	
	Subject to Schines Master Agreement	

Theatre shall not be changed to split the product contracted for otherwise herein

ACCEPTED: Ben Kalmenson
(Motion Picture Corporation of America)

ACCEPTED: [illegible]
(Schines Circuit, Inc.)

6642

4493

W4(38) 9/28/37

DEAL SHEET

THEATRE	TERMS
	Warner-First National Season 1937-38 1938-39 1939-40
Strand	4-7/8 aggr @ 35% to split
	2-7/8 @ 35% (Increase to 30%) to split @ 35%
or	8-2/3 @ 30%
	2-7/8 @ 30% (Increase to 35%)
Mode	12-1/3 @ $40.00
	10-1/3 @ 30.00
	22-1/3 @ $20.00
Norwalk Ohio	Season Trailer Same as Season 1936-37
	Clearance Same as Season 1936-37
	Subject to Master Agreement which prevailed for Season 1936-37

ACCEPTED: Loew's Inc.
(Loew's Inc.)

ACCEPTED: Paramount
(Paramount Circuit, Inc.)

8543

W4(39) 9/18/37

DEAL SHEET

THEATRE	TERMS
	Warner-First National Circuit '37-38 '38-39 '39-40
Schines	4 - 2/3 days @ 35% to Split
	2 - 2/3 " @ 35% Reserve to 30% / 2 Split 20%
	6 - 2/3 " @ 30%
Shelby	4 - 2/3 " @ 60 "
	5 - 2/3 " @ 50 "
Ohio	5 - 1/2 " @ 30 "
	34 - 1/2 " @ 25 "
	Scenes 2.00
	Trailers 3.00
	Clearance same as 1936-37
	Subject to Schine Master Agreement which expires Aug 31 1938

Barney Kalmenson
ACCEPTED

ACCEPTED
(Warner Circuit, Inc.)

8841

W4 (470) 9/16/37

DEAL SHEET

THEATRE	TERMS
	Warner-First National Season 1937-38 1938-39 1939-40
Ritz	4-7/8ths @ 35% to split
	2-2/3 @ 35% (Minimum 30%) to split 35%
	6-2/3 @ 30%
	6-1/3 @ $75.00
Grand	16-1/3 @ $60.00
	13-1/3 @ $50.00
	13-1/3 @ $75.00
Tiffin Ohio	Same + Warner Season as Season 1936-37.
	Clearance Same as Season 1936-37
	Subject to master agreement effective for Season 1938-39

(Signature)

(Signature)

(Warner Circuits, Inc.)

0045

W4(41) 9/28/37

DEAL SHEET

THEATRE	TERMS
	Prod. Release Season 1937-38 1938-39 1939-40
	4 - 7/3 Days @ 35% to Split
	2 - 7/3 " @ 35% (Increase to 30%) to Split of 35%
Van Wert	6 - 7/3 " @ 30%
"	4 - 1/3 " @ 50.00
Strand	10 - 7/3 " @ 35.00
	10 - 7/3 " @ 30.00
	24 - 1/3 " @ 20.00
	Season 1936-37
Van Wert - Ohio	Series - Trailer same as Season 1936-37
	Clearance same as Season 1936-37
	Subject to Master Agreement where Prevailed

ACCEPTED: Dave Palmer

ACCEPTED: (Buckeye Circuit, Inc.)

8845

4497

Real Sheet W41(42)

THEATRE	TERMS	1936-37	1937-38	1938-39
	Usual Terms (Natural Season)			
Wooster	4 @ 35% to Split 3 Days			
	2 @ 35% (Minimum to 30%) Split 3 Days			
	8 @ 30% - 3 Days			
Opera House	2 @ 30% (Minimum to 25%) 3 Days			
	8 @ 25% - 3 Days			
	6 @ 55.00 - 3			
Wooster Ohio	30 @ 42.50 - 3			
	Season Dates same as Season 1936-37			
	Clearance same as Season 1936-37			
	Subject to Master Agreement which Expires Season 1936-37			

ACCEPTED: 12 Nov 37
(Exhibitor)
ACCEPTED:
(Exhibitor Circuit, Inc.)

8647

WH(43)X 4/28/37

DEAL SHEET

THEATRE TERMS

Week-End Holiday Season 1937-38 1938-39 1939-40

Jefferson N Strand N Palace Auburn N Y

4 @ 35% to split - 3/4 Days

2 @ 35% (Return 50%) to split @ 35% - 3/4 Days

1 @ 30% - 3/4 Days

2 @ 30% (Return to 25%) 3/4 Days

10 @ 25% - 3/3 Days

34 @ 100% - 3/3.

Lease Includes Stage as Season 1936-37.

Clearance Same as season 1936-37 in Selling Current to Season 1936-37.

Subject to Master Agreement which Governed

ACCEPTED: (Loew's Inc.)

ACCEPTED: (Palace Circuit, Inc.)

8648

4499

W4(4th) 9/15/37

DEAL SHEET

THEATRE	TERMS
Warner First National Films	1937-38 1938-39 1939
	15 Pictures Minimum Cancellation 1 of 6 Choices
Palace	6-½ @ 50.00
or	Bal. ½ @ 25.00
Strand	
2nd Run	Series ½ days 2 Vs
	Trailers 3.00
Auburn N.Y.	No Clearance 60 days over 2nd Run
	Pix to be played before 60 Days after 1st Run. which Expires 1938-39
	subject to terms of agreement

ACCEPTED: Dan Palmer
(Paramount)

ACCEPTED: [illegible]
(Regina Circuit, Inc.)

8849

4500

SH 60

FIRST NATIONAL Pictures

WARNER BROS. Pictures

VITAPHONE

CIRCUIT ROBLIN

BRANCH BUFFALO NO.

OPERATING CO.

TOWN ATHENS, N.Y. (2nd run)

SEASON 1928-29 and 1929-30

THEATRES	NO. PICS	NO. DAYS	FILM RENTAL	SCORES
PALACE (2nd run)	all	1/2	On each additional picture over and above the regular 15 picture second run commitment which plays second run at the Palace, the terms are to be $15.00 flat rental.	$3.00
			CLEARANCE: 60 days over third run.	
				TRAILERS $2.00

REMARKS:

Accepted

Accepted

SIGNED

6650

4501

W4(46) 9/28/37

DEAL SHEET

THEATRE	TERMS				
	Music	Stock	National	1937-38	1938-39	1939-46
	4-7/8 Days @ 35% to split				
	2-7/8 " @ 35% (Lessee to 30%) to split of 35%				
Bokor	6-7/8 " @ 30%				
Both Ng	4-7/8 " @ 65%				
	15-7/8 " @ 35%				
	29-7/8 " @ 25%				
	Screen Trailers Same as Lessee 1936-37				
	Clearance Same as Lessee 1936-37				
	Subject to better agreement which Prevailed for Lessee 1936-37				

ACCEPTED: Ben Kalmenson (Interstate)

ACCEPTED: [signature] (Southern Circuit, Inc.)

6651

W 4(47) 9/28/37

DEAL SHEET

TREATING	TERMS
	Warner-Swasey Natural Season 1937-38 1938-39 1939-40
	4- 3 Hp @ 35% to split
Granada	7- 3 - @ $100.00
	3- 7/3 - @ $60.00
	32- 7/3 - @ $50.00
Buffalo N.Y.	14- 7/3 - @ $35.00
	Acme-Gridley Same as Season 1936-37
	Cleveland Same as Season 1936-37
	Subject to Master Agreement Which Expires for Season 1936-37

ACCEPTED: Peter Kalmus

ACCEPTED: [illegible]
(Bardons Circuit, Inc.)

6682

4503

W4(49)x 9/28/37

DEAL SHEET

M G & X 4(48) ~~Loew~~ Trailer

THEATRE	TERMS
Warner- First National Season 1937-38 1938/39 1939-46	
Rivoli	4- 3 Reps @ 35% to Split
	7- 7/3 @ $125.00
	4- 7/3 @ $100.00
	45- 7/3 @ $75.00
Buffalo	Scores + Trailer Same as Season 1936-37
N.Y.	Clearance Same as Season 1936-37
	Subject to Master Agreement which Granted for Season 1936-37

ACCEPTED: Harry Palmer
Distributor

ACCEPTED: [illegible]
(Schine Circuit, Inc.)

8653

W4(49) x 9/28/37

DEAL SHEET

THEATRE	TERMS
	Warner-First National Season 1937-38 1938-39 1939-40
	4-⅔ zone @ 35% to split
(Neighborhood)	2-⅔ " @ 35% (Reserve to 30%) to split of 35%
	6-⅔ " @ 30%
	6-⅔ " @ $50.00
(Mandalay Co. N.J.)	42-⅔ " @ $35.00
	Series-Trailer same as Season 1936-37
	clearance same as Season 1936-37
	subject to Master agreement which prevailed for Season 1936-37

ACCEPTED: [illegible] Distributor

ACCEPTED: [illegible] (Exhibitor Circuit, Inc.)

6654

4505

W4(50) x 9/28/37

DEAL SHEET

THEATRE	TERMS	1937-38	1938-39	1939-46
Albany - Tripoli National Screen	4 - 2/3 Days @ 25% to split 2 - 2/3 " @ 25% (Remain to 30%) to split of 35% 6 - 2/3 " @ 30% 4 - 2/3 " @ $75.00 44 - 2/3 " @ $50.00 Screen - Trailers same as Screen 1936-37 Cleaning same as Screen 1936-37 which prevailed for Screen 1938 Subject to Master Agreement			

First run State

Coming N Y

ACCEPTed.....Distributor

ACCEPTED.....
(Schine Circuit, Inc.)

6855

4506

THEATRE

1939-40

6-7/3 Aug. 40—

24-7/3 . 17—

Same as Season 1940-41

Same as Season 1940-41

subject to Master Agreement

ACCEPT.....
(Distributor)

ACCEPTED.....
(Skouras Circuit, Inc.)

6858

4507

W4(52) 9/8/37

DEAL SHEET

THEATRE	TERMS			
	Weeks-Juvy Natural	Season 1937-38	1938-39	1939-46
State N Temple	4- 2 days @ 35% to split			
	2- 2 " @ 35% (Reverts to 30%) to split			& 35%
	8- 2 " @ 30%			
	2- 2 " @ 30% (reverts to 25%)			
	10- ½ " @ 25%			
Cortland N.Y.	34- ½ " @ $100.00			
	Season Trailers same as season			1936-37
	Clearance same as season			1936-37
	Subject to Master agreement which Terminated for season 1936-37			

ACCEPTED.....
(Operator)

ACCEPTED.....
(Schine Circuit, Inc.)

8667

W4(57) 9/11/40

Season 1939-40

4 @ 30 2-3 "

8 @ 22½ 2-3 "

Bal @ 17½ 2-3 "

Amended 12 Pairs

Clearance

4509

W4(54) X

DEAL SHEET

THEATRE	TERMS
	Wagon - Final Run
Rialto	Less 7½%
	6-@ 90 2 Days
East Rochester	1-@ 25 2
or	1-@ 25 2
Temple	½ Bal @ 20 2
Fairport	Trailer 4/50

ACCEPTED [signature]
Distributor

ACCEPTED [signature]
(Schine Circuit, Inc.)

W4(55)
X

DEAL SHEET

11/2/39

THEATRE | TERMS

Warren - 1½ 111 at

Rialto

Season 1939-40

6-@ 62½ 2 =

East Rock

12-@ 25 2 =

Temple

16-@ 15 2 =

Fairpark

Any additional pictures 12½ 2 =

Trailers 1½

2" reel

ACCEPTED [illegible] Distributor

ACCEPTED [illegible] (Schine Circuit, Inc.)

6960

10

4511

WB(56) 9/18/37

DEAL SHEET

THEATRE	TERMS
Loew-Penn National Season 1937-38	1938-39 1939-40
4- 3 days @ 35% to Exhibit	
2- 2/3 - @ 35% (Reverts to 30%) to Exhibit 35%	
8- 2/3 - @ 30%	
2- 2/3 - @ 30% (Reverts to 25%)	
8- 2/3 - @ 25%	
5- 2/3 - @ 100.00	
10- 2/3 - @ 75.00	
21- 2/3 - @ 60.00	
Same as Season 1938-37	
Same as Season 1938-37	
Same as Season 1938-37	

Season of Regents

Season NY

Loew-Penn National Season 1937-38

Season - Travers

Clearance

Subject to Master Agreement

ACCEPTED: Barry Talmer
(Exhibitor)

ACCEPTED: [illegible]
(Loew's Circuit, Inc.)

8881

THEATRE | TERMS

4513

W4(58) × 3/8/37

DEAL SHEET

THEATRE	TERMS
	1931-34 1934-39 1939-46
Rialto or Heart ~ Olean Lockport N.Y.	4 - 3 days @ 35% to split. 2 3/3 @ 35% (Renewal to 30%) to split of 35% 8 3/3 @ 30% 2 3/3 @ 30% (Renewal to 25%) 8 - 3/3 @ 25% 5 - 3/3 @ 100% 10 - 3/3 @ 75% 21 - 3/3 @ 60% Loews - Jamaica Same as Season 1936-37 Classics Same as Season 1936-37 Subject to master Same as Season 1936-37 with Penalty

ACCEPTED.....Distributor

ACCEPTED.....
(Exhibitor Circuit, Inc.)

8883

W4(59) 9/11/37

REAL SHEET

THEATRE	TERMS
	3/5 Gross
	Warner-First National Season 1937-38 1938-39 1939-40
Rialto N. Hiart 2nd Run Lockport	4 3/3 days @ $50.00 24 3/3 days @ $17.50 Series Finkelstein Season Season 1936-37 Clearance Skouras Season 1936-37 Subject to master agreement which Quota Season 1936-37

ACCEPTED: Rialto Theatre
By ...
ACCEPTED: Hiart Theatre
By ...
(Skouras Circuit, Inc.)

8004

4515

W4(60) 7/14/37

DEAL SHEET

THEATRE	TERMS	
	Season	1937-38 / 1938-39
Capitol Newark N.J.	4-7/3 over 35% to Splx	
	2-7/3 . 35% (Remain to 30%) to Splx if 35%	
	6-7/3 . 30%	
	4-7/3 . "50"	
	10-7/3 . "45"	
	34-7/3 . "35"	
	Screen Trailer Same as Season 1936-37	
	Clearance Same as Season 1936-37	
	Subject to Master Clearance which Cancelled for Season 1936-37	

ACCEPTED: Paramount Pictures, Inc.

ACCEPTED: Radio Circuit, Inc.

8885

W4(61), 9-1-37

DEAL SHEET

TREATIE	TERMS
	Wmsn-First National Same 1932-36 Same 1932-40
Strand	1- 3 Days 35% to Equit
N	2- 7/3. 35% (Remain to 30%) to Equit 35%
Capital	6- 7/3. 30%
	4- 7/3. " 100"
	25- 7/3. " 75"
Cargo	19- 7/3. " 60"
N.Y.	Series Trustee Same as Same 1936-37
	Clearance Same as Same 1936-37
	Subject to Hold Agreement Chase Equitable 1936-37

ACCEPTED: [illegible]

ACCEPTED: [illegible]
(Empire City Title, Inc.)

4517

9/28/37

W4(63)

DEAL SHEET

THEATRE, TERMS

Capitol

2nd Run

Orpheum

Seattle

Sam as Last Season 1936-37

Same as Last Season 1936-37

Subject to Master agreement which terminates Aug 31st 1938

ACCEPTED: ..... (Paramount)

ACCEPTED: ..... (Evergreen Circuit, Inc.)

6667

WH(67) X 9/28/37

DEAL SHEET

THEATRE	TERMS
	Warner First National Season 1937-38 1938-39 1939-40
Elmwood	4-7/3 days 25% to split
	2-7/3 - 35% (Increase to 30%) to split of 25%
	7-7/3 - 60.00
	14-7/3 - 40.00
	15-7/3 - 32.50
Bevue Yaw N.Y.	18-7/3 - 25.00
	10 Screen Trailers Same as Season 1936-37
	clearance Same as Season 1936-37
	Subject to master agreement which prevailed Season 1936-37

ACCEPTED: Ben Yale
(Exhibitor)

ACCEPTED: [signature]
(Warner Circuit, Inc.)

6668

W4(64)X 9/28/37

DEAL SHEET

THEATRE	TERMS			
	Warners-First National Season	1937-38	1938-39	1939-40
Auditorium	4-7/3 Days @ 35% to split			
	2-7/3 " @ 35% (Clearance to 30%) to split			
	6-7/3 " @ 30%			
	4-7/3 " @ $75.00			
	15-7/3 " @ $50.00			
	20-7/3 " @ $37.50			
	5-7/3 " @ $25.00			
	4-7/3 " @ $15.00			
	Series-Trailer Same as Season	1936-37		
	Clearance Same as Season	1936-37		
	Subject to Master Agreement which Expires for Season	1936-37		

Penn
N.Y.

ACCEPTED: Allied Palaces of New York
(Distributor)

ACCEPTED: Edward Lynch
(Schine Circuit, Inc.)

6669

W4(65)

9/28/37

DEAL SHEET

THEATRE	TERMS
	Warner-First National 1937-38 1938-39 1939-40
	6-7/3 Days @ $75.00
Cames	5-7/3 @ 50.00
	49-7/3 @ 25.00
Rochester	Same as Season 1936-37
	Scope Trailers. Same as Season 1936-37
	Clearance Same as Season 1936-37
	Subject to Master agreement when Signed for Season 1936-37

ACCEPTED: .....
(Distributor)

ACCEPTED: .....
(Schine Circuit, Inc.)

6670

4521

W4(66)X 9/28/37

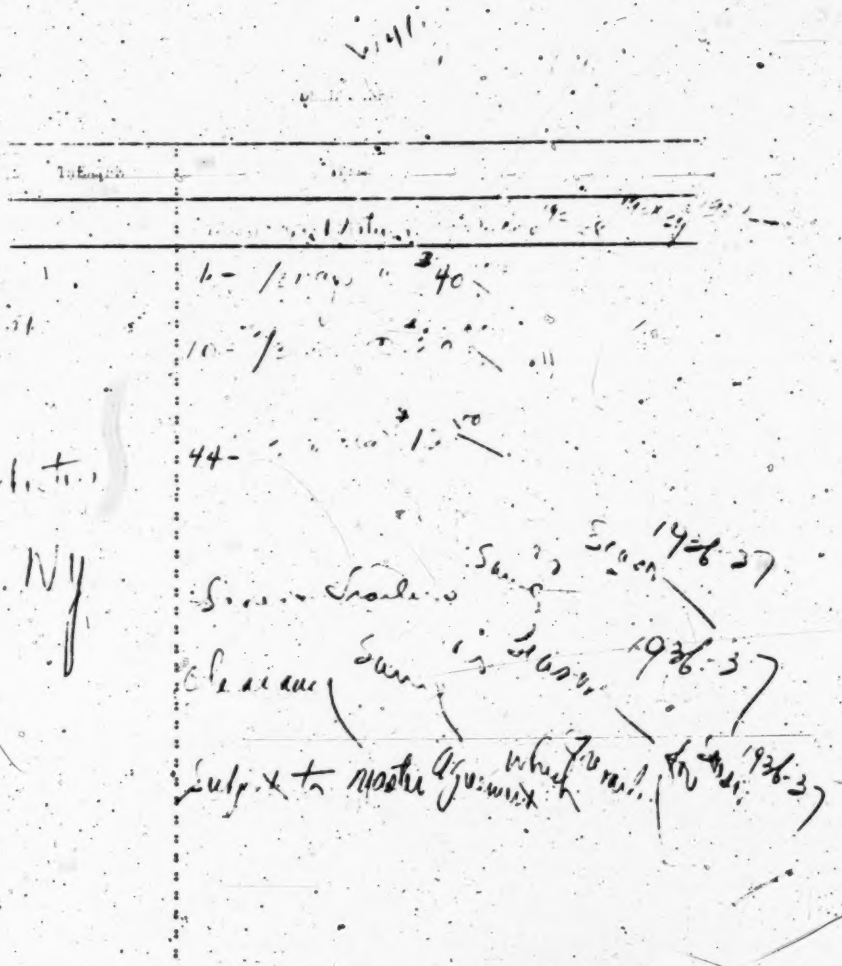
DEAL SHEET

THEATRE	TERMS
	Warners-First National Season 1937-38 1938-39 1939-40
Grand	6-7/3 days @ 50.00
	7-7/3. @ 25%
	4-7/3. @ 22½%
	43-7/3 " @ 17½%
Rochester	Scores Trailers Same as 1936-37
NY	Clearance Same as Season 1936-37 which Granted for Season 1936-37
	Subject to Master Agreement

ACCEPTED: [signature]

ACCEPTED: [signature]
(Regina Circuit, Inc.)

6671



ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Schine Circuit, Inc.)

6872

4523

SCHINE

BRANCH BUFFALO NO

TOWN ROCHESTER, N. Y.

SEASON 1938-39 1939-40

THEATRES	NO PICT	NO DAYS	FILM RENTAL	SCORES
MADISON	4	3	35% to split	
	6	2/3	$103.00 Flat	
	42	2/3	$ 38.00 Flat	
	52			

THE FOUR PICTURES AT 35% TO SPLIT ARE TO BE DESIGNATED FROM PICTURES AVAILABLE SINCE THE OPERATION OF THIS THEATRE BY THE SCHINE CIRCUIT

TRAILERS

2.00

REMARKS

Accepted: Arthur Lubin
DISTRIBUTOR

Accepted: _____
EXHIBITOR

6873

4524

FIRST NATIONAL Pictures

WARNER BROS Pictures

W4 1691 X

VITAPHONE

CIRCUIT [redacted]

OPERATING CO

3/23/29

BRANCH [redacted]

TOWN [redacted], R. I.

SEASON 1928-29 1929-30

THEATRES	NO PICT	NO DAYS	FILM RENTAL	SCORES
[redacted]	4	3	[redacted] to split	
	6	3/3	[redacted] Flat	
	40	3/3	$ 35.00 Flat	
	50			
			THIS SAME PICTURES AS THIS TO SPLIT AND TO BE EXCHANGED FROM PICTURES AVAILABLE DURING THIS OPERATION OF THIS THEATRE BY THE SAME COMPANY	
				TRAILERS 2.50

REMARKS

Accepted [redacted]

Accepted [redacted]

6674

4525

W4(70) K

9/28/37

DEAL SHEET

THEATRE	TERMS
Rivoli Times Square National Theatre	1937-38 1938-39 1939-

Rivera

Schenectady

Bad Axe

Rochester

NY

4 - 3/4 August 35% to Split

7 - 3/4 " 100.00

6 - 3/4 " 75.00

43 - 3/4 " 65.00

Series Travelers Same as Season 1936-37

Clearance Same as Season 1936-37

Subject to Master Agreement between Producers & Exhibitors 1936-37

ACCEPTED: Benj. J. Almanson
(Paramount)

ACCEPTED: [signature]
(Radio City, Inc.)

8675

W4(71) X

9/18/37

REAL ESTATE

THEATRE	TERMS
	Between - Stage National Screen 1937-38 1938-39 1939-40
Liberty	6-3/3 Days @ 60.00
	24-3/3 - @ 25.00
Riviera	Screen-Trailer Same as Season 1936-37
Repeats	Clearance Same as Season 1936-37
	Subject to Agreement which Guaranty Season 1936-37
Rochester, N.Y.	

Ben Kalmenson

(Signature)

(Loew's Circuit, Inc.)

6676

4527

W4(72)X 9/28/37

DEAL SHEET 8/26/37

THEATRE	TERMS
	Warner Thrift National Season 1937-38 1938-39 7 8 2 W5
	4-¾ Days 35% to Split
	7-¾ . 65%
	6-¾ . 50%
	43-¾ . 40%
	Sears - Trailers Same as Season 1936-37
	clearance Same as Season 1936-37
	Subject to Master Greenwich Theatre Granted Same as Season 1936-37

State
or
Dixie
3rd Run
Rochester
N Y

ACCEPTED: Benj. Talmadge
(Paramount)

ACCEPTED: [illegible]
(Loew's Consolidated Enterprises, Inc.)

6677

V.1.4(73)

9/28/37

DEAL SHEET

THEATRE	TERMS	
	Warner-First National Season	1937-38 1938-39
State or Dixie Repeats Rochester N.Y.	6-7/3 Days $60.00 24-7/3 " 20.00 Same as Season 1936-37 Same as Season 1936-37 Subject to Master Agreement which Terminates for Season 1936-37	

ACCEPTED: Wm Talcuran
(Exhibitor)

ACCEPTED:
(Schine Circuit, Inc.)

6678

4529

FIRST NATIONAL Pictures

WARNER BROS. Pictures

W41-41V

VITAPHONE Short Subjects

CIRCUIT SCHINE

BRANCH BUFFALO NO

OPERATING CO

TOWN ROCHESTER, N. Y.

8/23/39

SEASON 1938-39 1939-40

THEATRES	NO. PICT	NO. DAYS	FILM RENTAL	SCORES
VENT BRD	4		$80.00 Flat	
	6	2/3	42.50 "	
	42		17.80 "	
			THE FOUR PICTURES AT 80.00 FLAT ARE TO BE DESIGNATED FROM PICTURES AVAILABLE SINCE THE OPERATION OF THIS THEATRE BY THE SCHINE CIRCUIT	TRAILERS 2.00

REMARKS:

Accepted: Arthur Lubow

Accepted: [signature]

6679

W4(75)

DEAL SHEET

THEATRE	TERMS
	Warner-Hirsch National Season 1937-38 1938-39 1939-40
	4- 7/3 Days @ 35% to Holds
Andrews	2- 7/3 @ 25% (Increase to 30%) 5 years if any
	6- 7/3 @ 30%
	4- 7/3 @ " 20
	10- 7/3 @ " 45 00
Lawrence NY	34- 7/3 @ " 25 00
	Heart Franklin Same as Season 1936-37
	Clearance Same as Season 1936-37
	Subject to Master Agreement with Circuit for Season 1936-37

Dave Palmer
Theatre Manager

Frank Hirsch
(Signature of Owner, Lessee, Agent)

6000

4531

W4(76)

9/28/37

DEAL SHEET

THEATRE	TERMS
	Warners-First National Season 1937-38 1938-39 1939-40
Strand	4 - 2 Days @ 35% to split 2 - 2 " @ 35% (Reverts to 30%) to split if 35% 6 - 2 " @ $60.00 48 - ½ " @ $35.00
Jersey Theatre N.J.	Scenes & Trailers same as Season 1936-37 clearance same as Season 1936-37 Subject to Master agreement which prevailed for Season 1936-37

ACCEPTED: Wm. Kalmus
(Distributor)

ACCEPTED: Schlaifer
(Technicolor Corp., Inc.)

6681

WH(77)

DEAL SHEET

11/7/39

THEATRE	TERMS
	Warner - 1st Nat
	Season 1939-40
Palace	6-@ 75= 2-3 0n
	10 @ 45= 2-3 "
Syracuse	18 @ 35= 2-3 "
NY	14 @ 30= 2-3 "
	- 7 0n after 4th run

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

6682

4533

W4(78)
1/21/37 — 9/28/37

DEAL SHEET

THEATRE	TERMS
	Warner - Fox - National Screen 1937-38 1938-39
	4 - 1/3 @ 35% to split
Athens	2 - 1/3 @ 35% (Reversion to 30%) to split 35%
OV	8 - 1/3 @ 30%
Ohio	2 - 1/3 @ 30% (Reversion to 25%)
	15 - 1/3 @ $75.00
OV	6 - 1/3 @ $65.00
Court	12 - 1/3 @ $50.00
	11 - 1/3 @ $40.00
Athens	Same + Trailers — Same as 1936-37 season
Ohio	Clearance Same as 1936-37 season
	Subject to Master Agreement which expires for 1937-38 season

ACCEPTED: Berg Theatres
(Exhibitor)

ACCEPTED: [illegible]
(Selling Circuit, Inc.)

6683

THEATRE	TERMS
	[illegible]
	1 - 3/4 [illegible] 25% to 5/1 X
	3/4 @ 25% [illegible] to 20/1 " " 20%
	8 - 3/4 @ 30%
	8 - 3/4 @ 20% [illegible] to 2:7/1
	8 - 3/4 @ 25%
	16 - 3/4 @ 100.00
	10 - 3/3 @ 75.00
	10 - 3/3 @ 50.00
	Series Trailer Issued to Season 1936-37
	Clearance Issued to Season 1936-37
	Subject to Master Agreement with Exhibitors for Season 1936-37

ACCEPTED: [illegible]
(Distributor)

ACCEPTED: [illegible]
(Sabine Circuit, Inc.)

6684

4535

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Sphinx Circuit, Inc.)

6685

THEATRE	TERMS

4 - [illegible]

7 - [illegible]

10 - [illegible]

9 - [illegible]

ACCEPTED.....
(Distributor)

ACCEPTED.....
(Schine Circuit, Inc.)

4537

W4

Deal Sheet

THEATRE	TERMS
	[illegible]
	4 - [illegible]
Richmond	9-1/2 @ 60%
Virginia	14-1/2 @ 35%
State	12-1/2 @ 17%
Richmond	21-1/2 @ 15%
Key	Same as Season 1936-37
	Same as Season 1936-37
	Subject to Master Agreement

ACCEPTED: [illegible] (Distributor)

ACCEPTED: [illegible] (Schine Circuit, Inc.)

6687

WH(83) 9/28/37

DEAL SHEET

THEATRE	TERMS
	Warner - First National Season 1937-38
	4 - 2/3 Days @ 35% to split
	7 - 1/2 @ 35% (Minimum to 30%)
	8 - 1/3 @ 30%
	5 - 1/2 @ 30% (Minimum to 25%)
	5 - 1/3 @ $50.00
	39 - 1/3 @ $35.00
	Same as Season 1936-37
	Same as Season 1936-37
	Same as Season 1936-37
	Subject to Master Agreement which terminates

ACCEPTED: .....
(Distributor)

ACCEPTED: .....
(Schine Circuit, Inc.)

6688

4539

W.4(211) 4/28/37

Distribution Sheet

THEATRE	Film
	Warner-First National Season 1937-38 1938-39
Vine St Square	4-2/3 Days @ 35% to Split
	2-2/3 " @ 35% (Remain 4 30%) to Split
	6-2/3 " @ 30%
Mt Vernon Ohio	4-1/3 " @ 75.00
	20-1/3 " @ 60.00
	9-1/3 " @ 40.00
	15-1/3 " @ 25.00
	Screen Trailers * Same as 1936-37
	Clearance same as 1936-37 for Season 1937-38
	Subject to Master Agreement which Expired

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Schine Circuit, Inc.)

8689

4540

W4(85)

DEAL DATED 11/2/39

1939-40

Warner 1st Mat

6-C 17" 1-2 "

8-C 15" 1-2 "

14-C 10" 1-2 "

Trailers 1st

ACCEPTED Arthur Godfrey
(Distributor)

ACCEPTED
(Schine Circuit, Inc.)

6690

4541

WH (86)

DEAL SHEET

Wilson Theatre 10 12-

THEATRE	TERMS
	Season 1938 39- 39 wks

Mar. 4 @ 35% 2 wks
12 @ 20% 2 "
8 @ 15% 2 "
Mar. 1 wk @ 10% 2 "
Score 2½ per run
Trailer 1½
Privilege of eliminating 1 picture
Subject to all terms & conditions
of master agreement with operating
preceding flat rentals

ACCEPTED [signature]
(Distributor)
ACCEPTED [signature]
(Schine Circuit, Inc.)

6811

4542

FIRST NATIONAL Picture

WARNER BROS. Picture W4(77)

VITAPHONE Short Subjects

CIRCUIT SCHINE

BRANCH WASHINGTON NO

OPERATING CO

TOWN LAUREL, DEL.

SEASON 1939-40

THEATRES	NO PICT	NO DAYS	FILM RENTAL
Waller	8	2	$35.00
	12	2	$25.00
	16	2	$15.00
	12	2	$10.00

CLEARANCES:
Warner Group - 10 days after Wilmington. 14 days after Salisbury, and. 14 days ahead of Seaford, Del.
First National Group - 14 days after Seaford, Del.
Both groups ahead of Delmar, Del.

TRAILERS

$1.50

REMARKS:

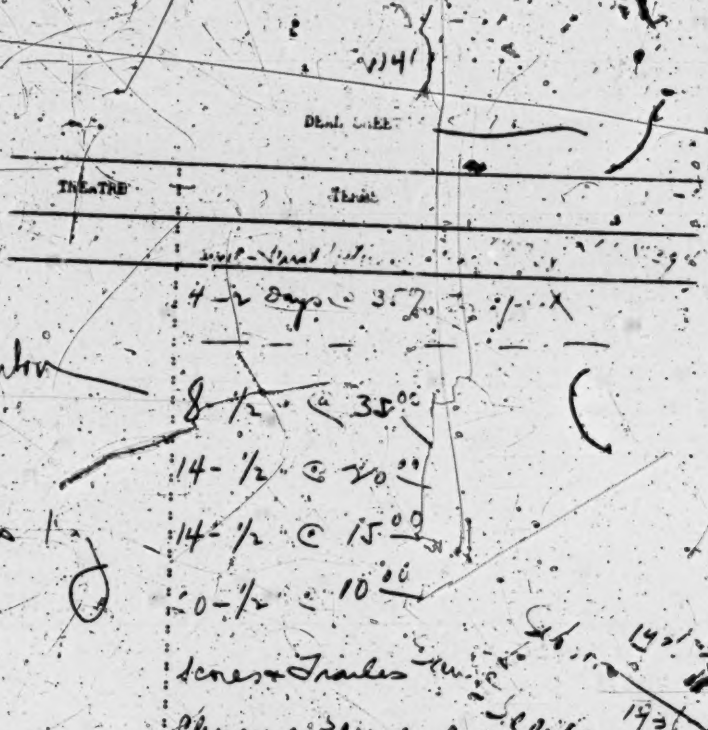
April 2, 1940

Accepted: Arthur Taylor
THEATRE

Accepted:
MANAGER

6822

4543



4 - 2 Days @ 35.00

Porcelain

8 - 1/2 @ 35.00

14 - 1/2 @ 20.00

Cans 14 - 1/2 @ 15.00

20 - 1/2 @ 10.00

Scenes + Trailers

Clearance Same as Scenes

Subject to Master Agreement

ACCEPTED: (Distributor)

ACCEPTED: (Echino Circuit, Inc.)

0693

4544

FIRST NATIONAL Pictures

WARNER BROS. Pictures W4(89)

VITAPHONE Short Subjects

CIRCUIT SCHINE

BRANCH CINCINNATI 37-642 NO.

OPERATING CO

TOWN PARIS KY

SEASON 1938-39 1939-40

THEATRES	NO PICT	NO. DAYS	FILM RENTAL	SCORES
SCHINE'S	4	2	$15.	
		2	Balance $10.	
2nd run			Selection of 26 features	
				$2.50 per run
				TRAILERS

REMARKS:

December 1, 1938

Accepted R. L. Rumsey
Manager

Accepted Earlynd
Booker

6894

4545

W4(90)

DEAL SHEET

Warner Bros.

THEATRE	TERMS
	Season 1938-39-39-40
	4 @ 35% - X-3 wks
Russell	12 @ 75% 2-3 "
	8 @ 37½ 2-3 "
	6 @ 22½ 2-3 "
Maysville	Bal @ 25%
K.Y.	Term 2 pictures Trailer 3 " Privilege of eliminating 12 pictures Subject to all terms & conditions of master agreement excepting Admission & flat rentals to prevail

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

6695

4546

01.4.1 & (91) Feb 14
4/2/42

FIRST NATIONAL
Patron

WARNER BROS.
Patron

W-4 (91)

VITAPHONE
Short Subjects

CIRCUIT: SCHINE

OPERATING CO.:

BRANCH: STOCKHOLDER

TOWN: MYRTLE BEACH, S.C.

SEASON: 1939-40 1940-41

THEATRES	NO. PICT.	NO. DAYS	FILM RENTAL	SCORES
Starling	4	2	30%	
or	12	2	$48.	
Dreamland	28	2	$37.50	$2.50 per P

Privilege of eliminating 8 pictures

Subject to all terms and conditions of master agreement excepting converting flat rentals to percentage

TRAILERS

$2.

REMARKS:

December 1, 1939

Accepted: A. Schwalbach
Manager

Accepted: [illegible]
Exhibitor

Form 6696

4547

W4(92) 9/18/37

DEAL SHEET

THEATRE	TERMS
	Warner-First National Season 1937-38 1938-39 1939-40
Miami or Aqua	4 @ 35% to split 7/3 days 2 @ 35% (Reissue to 30%) to split 35%-7/3 days 8 @ 30% - 7/3 days 2 @ 30% - (Reissue to 25%) 7/3 days 8 @ 25% - 7/3 days
Aqua Ohio	36 @ 42½ - 7/3 Scores & Trailers same as season 1936-37 Clearance same as season 1936-37 Subject to Master Agreement with Schine for season 1936-37.

ACCEPTED: Berg & Abramson
(Distributor)

ACCEPTED: [illegible]
(Schine Circuit, Inc.)

6697

#4548

WARNER BROS. Pictures — W 4 (93) — VITAPHONE Short Subjects

FIRST NATIONAL Pictures

CIRCUIT: ROBINS — BRANCH: Cincinnati

OPERATING CO.: — TOWN: [illegible] • KY.

SEASON: 1928-29 1929-30

THEATRES	NO. PICT.	NO. DAYS	FILM RENTAL	SCORES
Hippodrome	4	3	25%	
"	12	3	$80.	
"	8	3	$80.	
Kentucky	20	3	$82.50	$2.50 per run

Privilege of eliminating 5 pictures

Subject to all terms and conditions of master agreement excepting converting flat rentals to percentage

TRAILERS $2.

REMARKS:

Accepted: C. C. Pennington
Exhibitor

Accepted: Earlywood
Agent

October 1, 1928

6698

4549

W4(99)

DEAL SHEET

11/2/39

THEATRE | TERMS

Warner Bros First Nat

Season of 1938-39-40

6 - @ 50 = 2-3 wks

10 - @ 25 = 2-3 "

Bal at 15 = 2-3 "

Trailers 7.50

Opera House or State Arlington

11th Run

ACCEPTED ..... Arthur Jackson
Administrator

ACCEPTED ..... Fanfare
(Schine Circuit, Inc.)

6699

W4(95)

DEAL SHEET

War Run 10/1/37

THEATRE | TERMS

Legion - 1938 39 - 39 - 40

Uncle
6 @ 35% 2-3 Dr
10 @ 75% 2-3
18 @ 37½ 2-3
78 @ 2.6% 2-3
Extra 2% per run
Trailers 2%
Privilege of eliminating 12 pictures

State

Cambridge
Subject to all terms & conditions of master agreement - except as regarding flat rentals

Mod

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Motion Circuit, Inc.)

6700

4551

11/27/38.

SAL SHEET

VITAGRAPH (Shorts)

THEATRE TERMS

(Seasons of 1938-39 and 1939-40)

Arcade	8	Technicolors	@	$12.50
or	22	Black & Whites	@	10.00
Wicomico,	30	Singles	@	6.00
Theatres	22	Singles	@	5.00

SALISBURY, Md.

Same number of days as designated on feature contract.

CLEARANCE: Same as last year.

ACCEPTED (Distributor)

ACCEPTED (Schine Circuit, Inc.)

6701

DEAL SHEET

Warner Bros. 10/15/38

THEATRE TERMS

Season 1938-39-39-40

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6702

4553

DEAL SHEET 11/22/30.

V I T A G R A P H (Harris)

THEATRE	TERMS
	(Seasons of 1929-30 and 1930-31).
Avalon Or Rudd Hall Theatres —	6 Technicolors @ $ 6.00 22 Black & Whites @ 5.00 30 Singles @ 3.50 22 Singles @ 2.00
RATES	Same number of days as designated on feature contract.
CLEARANCE.	Same as last year.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Rhino Circuit, Inc.)

6703

W4(97)

DEAL SHEET

1 Warwick 10/8/38

THEATRE TERMS

1938-39-37-45

Federal 4 @ 35% - 2-3 wks
12 @ 20 — 2 "
1 @ 50 2 3 "

Federal Lobby Sec. 2nd per week
Trailer 1st
Newsreel - 12 weeks
Lobby & all Trailer & Accessories
Accessories - 1 - 1
Newsreel 1st week.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

8704

4555

11/29/39.

DEAL SHEET

(V I T A G R A P H)--Shorts

THEATRE	TERMS		
	Seasons of 1938-39 and 1939-40)		
Federal Theatre FREDERICKSBURG, Va.	8 Technicolors	@	$ 8.00
	22 Black & Whites	@	4.00
	20 Singles	@	3.00
	22 Singles	@	2.50

Same number of days as designated on feature contract.

CLEARANCE: Same as last year.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6705

FIRST NATIONAL Pictures

WARNER BROS. Pictures WH(98)

VITAPHONE

CIRCUIT SCHINE

BRANCH WASHINGTON

OPERATING CO

TOWN MILFORD, DEL.

SEASON 1939-40

THEATRES	NO PICT	NO DAYS	FILM RENTAL
Plaza	8	2	$75.00
	12	2	$40.00
	28	2	$17.50
	48		

REMARKS:
10 days after first run Wilmington
90 days clearance in Milford.
30 days ahead of Milton, Del.
(ID)

TRAILERS [redacted] $1.50

REMARKS:

April 8, 1940

Accepted [signature]

Accepted [signature]

6706

4557

W4 (99)

DEAL SHEET

Warner Bros

THEATRE | TERMS

Season 1938-39-40

Arcade

or

Wicomico

Salisbury

Md.

4 - @ 35% - 3 Dr
2 @ 35% 2-3 " Renewal
8 @ 30% 2-3 "
2 @ 30% 2-3 " Renewal
14 @ 100 = 2-3 "
Bal @ 50 = 2-3 "
Scene 2 = per reel
Trailer 3rd
Privilege of eliminating 6 pictures
subject to all terms & conditions
of master agreement excepting
Eliminating flat rentals to percentage

ACCEPTED ..... Distributor

ACCEPTED ..... (Schine Circuit, Inc.)

6707

DEAL SHEET 11/22/38.

V I T A G R A P H E (Shorts)

THEATRE	TERMS		
	(Seasons of 1938-39 and 1939-40)		
ARCADE	9 Technicolors	@	$ 9.00
or	22 Black & Whites	@	8.00
STATE	20 Singles	@	4.50
Theatres	22 Singles	@	4.00
CAMBRIDGE, Md.	Same number of days as designated on feature contract.		
	CLEARANCE: Same as last year.		

Signed .....
(Distributor)

Accepted .....
(Schine Circuit, Inc.)

6708

[fol. 6709] EXHIBIT W-5

Gloversville, N. Y.

Agreement Entered into this 24th day of March in the year of 1936, between Vitagraph, Inc., and Schine Theatrical Co. Inc. whereby it is agreed and understood that the following clauses become part and parcel of all contracts signed this 24th day of March, 1936, and an approval of the contracts will be automatic approval of this letter.

Clause No. 1

In all situations where 30% pictures are played on Saturday and/or Sunday, terms to be 25%.

Clause No. 2

In all situations where 25% pictures are played on a Saturday and/or Sunday terms to be 20%. In all situations where 25% or 20% pictures are used with a double feature bill or with vaudeville (unit or four acts), terms to be 15%.

Clause No. 3

The exhibitor has the option at the time of booking to play any one or more of the allocated flat buys at 20% of the gross if so desired. If any one or more of the flat buys are played at 20% of the gross and used either on a Saturday and/or Sunday, terms to be 15%. However, exchanges must be notified within 5 days after it is dated. This applies to all situations.

Clause No. 4

On the pictures that carry a split figures, the split figure is to be determined as follows:

The distributor is to receive 35% of the gross receipts, up until such time as the exhibitor shows a profit equal to 50% of the amount the distributor receives as a film rental and to split 50—50 from this point on.

Clause No. 5

In all towns, exhibitor agrees to use Warner-First National trailers and is to pay as follows:

1 change	$10.00
2 changes	5.00
3 changes	3.00
4 changes	2.00
5 changes	1.50

Clause No. 6

(A) It is also understood and agreed that in towns where we overplay, our contracted committment on features, the [fol. 6710] monies obtained by overplaying The committment is to be applied dollar for dollar against towns where the commitment is underplayed.

(B) It is also understood and agreed that in towns where we overplay our contracted committment on shorts, the monies obtained by overplaying the committment is to be applied dollar for dollar against towns where the committment is underplayed.

Clause No. 7

It is also understood and agreed that in the following towns, the exhibitor has the privilege of eliminating 13 pictures from the Warner-First National contract:

Ashland
Bath
Bellefontaine
Bucyrus
Canandaigua
Carthage
Delaware
Glens Falls (Empire)
Hamilton
Herkimer
Hudson Falls
Little Falls
Malone
Massena
Mount Vernon
Newark
Norwalk
Norwich
Ogdensburg
Piqua
Salamanca
Saranac Lake
Seneca Falls
Tiffin
Tupper Lake
Van Wert
Wooster

and in the following towns, the exhibitor has the privilege of eliminating 7 pictures from the Warner-First National contracts:

Amsterdam	Lockport
Athens	Oneonta
Buffalo (Granada)	Oswego
Buffalo (Riverside)	Rochester (Riviera or Liberty)
Corning	
Cortland	Rochester (State or Dixie)
Geneva	Watertown
Gloversville	

Clause No. 8

It is also agreed that on the 35% and 30% pictures, they are not to play with vaudeville or double bills.

Clause No. 9

It is understood and agreed that on the Vitagraph 1936-37 short subjects contracted for this 24th day of March 1936, the contract is to start playing on December 1st, 1936.

Clause No. 10

It is agreed and understood that the score charges on the 1936-37 deal is to be the same as paid on the 1935-36 deal.

Harry A. Seed, Buffalo, Warner Branch Manager.
Ray Smith, Albany, Vitagraph, Inc.
George V. Lynch, Schine Theatrical Co., Inc.

[fol. 6711] EXHIBIT W-7

Chickering 4-2200

First National Pictures Vitaphone Short Subjects

Vitagraph, Inc., Distributors of Warner Bros. Pictures
Home Office, 321 West 44th Street, New York City

April 29, 1935.

Schine Theatrical Co., Inc., Gloversville, N. Y.

GENTLEMEN:

Supplementing our agreement dated April 24, 1935, it is understood that in addition to the number of pictures contracted for, there is to be included in each situation one

(1) picture the terms on which are to be mutually agreed to between us at a later date.

Your signature in the place indicated below will constitute your agreement to the above.

Very truly yours, Vitagraph, Inc., A. W. Mathy, General Sales Manager.

Agreed To: Schine Theatrical Co., Inc., By Geo. V. Lynch.

[fol. 6712] Schine Theatrical Co., Inc.

General Offices Gloversville, N. Y.

Gloversville, N. Y.

Agreement entered into this 24th day of April in the year of 1935, between Vitagraph, Inc. and Schine Theatrical Co. Inc. whereby it is agreed and understood that the following clauses become part and parcel of all contracts signed this 24th day of April, 1935, and an approval of the contracts will be an automatic approval of this letter.

Clause No. 1

In all situations where 30% pictures are played on Saturday and/or Sunday, terms to be 25%.

Clause No. 2

In all situations where 25% pictures are played on a Saturday and/or Sunday, terms to be 20%. In all situations where 25% or 20% pictures are used with a double feature bill or with vaudeville (unit or four acts), terms to be 15%.

Clause No. 3

The exhibitor has the option at the time of booking to play any one or more of the allocated flat buys at 20% of the gross if so desired. If any one or more of the flat buys are played at 20% of the gross and used either on a Saturday and/or a Sunday, terms to be 15%. However, exchanges must be notified within five days after it is dated.

Clause No. 4

On the pictures that carry split figures, the split figure is to be determined as follows:

The distributor is to receive 35% of the gross receipts up to until such time as the exhibitor shows a profit equal to 50% of the amount the distributor receives as a film rental and to split 50-50 from this point on. This same clause applies to 30% pictures also.

Clause No. 5

In all towns, exhibitor agrees to use Warner-First National trailers and is to pay as follows:

1 change	$10.00
2 changes	5.00
3 changes	3.00
4 changes	2.00
5 changes	1.50

[fol. 6713] Clause No. 6

(A) It is also understood and agreed that in towns where we overplay, our contracted commitment on features, the monies obtained by overplaying the commitment is to be applied dollar for dollar against towns where the commitment is underplayed.

(B) It is also understood and agreed that in towns where we overplay, our contracted commitment on shorts, the monies obtained by overplaying the commitment is to be applied dollar for dollar against towns where the commitment is underplayed.

Clause No. 7

It is also understood and agreed that in the following towns, the exhibitor has the privilege of eliminating 13 pictures from the Warner-First National contracts:

Carthage	Bath
Malone	Bellefontaine
Ogdensburg	Hamilton
Salamanca	Little Falls
Piqua	Norwich
Mount Vernon	Newark

Herkimer	Canandaigua
Massena	Wooster
Saranac Lake	Tupper Lake

and in the following towns, the exhibitor has the privilege of eliminating 7 pictures from the Warner-First National contracts:

Gloversville	Rochester,
Lockport	Riviera or Liberty
Corning	Watertown
Buffalo, Granada	Cortland
Oneonta	Buffalo, Riverside
Oswego	Rochester,
Geneva	State or Dixie

Clause No. 8

It is also agreed that on the 35% and 30% pictures, they are not to play with vaudeville or double bills.

Clause No. 9

It is understood and agreed that on the Vitagraph 1935-36 short subjects contracted for this 24th day of April, 1935, the contract is to start playing on December 1st, 1935.

Clause No. 10

It is agreed and understood that the score charge on the 1935-36 deal is to be the same as paid on the 1934-35 deal.

Harry Seed, Buffalo, Warner Branch Manager; Ray Smith, Albany, Vitagraph, Inc., Geo. V. Lynch, Schine Theatrical Co., Inc.

PLAINTIFF'S EXHIBIT W-34 (1)

[redacted] Warm Rain 9/11/40

[redacted] [redacted]

2/24 Season 1940-41

35% 23rd to 37½ - 40%

½ round 30%

State

112 @ 2-3

16 @ 50 - 2-3

12 @ 30 - 2-3

[redacted]

[redacted] (Manufacturer)

[redacted] (Golden Enterprises Corp.)

9714

[redacted] FILM.

FINAL SHEET

12/6/40.

Sec. 34(2)

Sec. 34(2) Amended

Season 1940-41.

THEATRE	TERMS			
	4	0	60.00	2-5 Days
[redacted] (Rialto)	0	0	35.00	2-5 "
"	0	0	35.00	2-5 "
[redacted] (Temple)	Balance	0	30.00	2-5 "

[redacted] 30 days after first run Exhibition.

ACCEPTED [redacted] Distributors

ACCEPTED [redacted] (Johnston Enterprises Corp.)

6715

W34(7)

[redacted] 3/27/42 [redacted] 7/11/42

1942-41

4 @ 35½ 3 wk to 37½ wk

5 @ 35½ 23 (2 rent 2 3070)

8 @ 135 — 2-3

16 @ 45 — 2-3 wk

12 @ 22½ — 2-3 "

Regent

Seneca

N.Y.

[redacted]

[redacted]

6716

W39(4)

[redacted] Warner Bros.

[redacted] 3/27/42 [redacted]

Season 1940-41

	4 @ 35¢ - 3rd run - 40¢ 3-5
Rialto	8 @ 35¢ 2 Rev 30¢ 2-3
or	8 @ 30¢ 2 Rev 25¢ 2-3
Empire	16 @ 55. 2-3
or	12 @ 40. 2-3
Paramount	
Bleecker	clearance same as 1939-40
N Y	
1st run	

ACCEPTED [redacted]
(Theatre)

ACCEPTED [redacted]
(Schine Enterprises Corp.)

6717

W 34 (5)
N & W 34 (6) [redacted]
[redacted] Warren Co.

Scour 1940-41

Empire — 4 @ 35. 7/3 lgs.
8 @ 50 7/3
8 @ 37½ 7/3
Glens Falls N.Y. — 28 @ 17½ 7/3
Ind. Net

Clearance Bond on 1939-40 Season

Approved [signature]
(Highway Commissioner)
Approved [signature]
(Public Utilities Comm.)

6718

4570

WARNER BROS.

DEAL SHEET

12/6/40.

W34(6)

3/2 3/4	Season: 1940-41
TERRITORY	TERMS
	4 @ 80.00 2-5 Days
CLOTHESPINNERS	
Hippodrome Theatre	18 @ 55.00 2-5 "
[redacted]	
[redacted]	
CLEARANCE: See contract.	

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Skibo Enterprises Corp.)

6718

WARNER BROS. 12/6/40.

TRIAL SHEET W34(7) Pltf's W-34(7)

Season: 1940-41. Started 3/27/42

TERRITORY	TERMS		
GLOVERSVILLE Glove or Higginsville	4	20% to 37½ to 40%	3-4 Days
	8	20%(2 revert to 30%)	3-4 "
	8	100.00	3-4 "
	16	50.00	3-4 "
	12	45.00	3-4 "

REMARKS: See contract.

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Warner Bros. Corp.)

6720

4572

W 34(8) Warrenton 9/4/40

~~W 34(8) forbidden~~

Harbor

Season 1940-41

Ritz

Granville

4 @ 90 2-3 days
8 @ 50 2-3 "
8 @ 30 2-3 "
16 @ 17.50 2-3 "
12 @ 12.50 2-3 "

Clearance same as 1939-40 season

A. Suhay
Assistant

(Fishing Enterprises Serv.)

9721

1. W34(9) Warner Bros 9/1/40

Season 1940-41.

4 c 2-3 days 35% - 37½% - 40%
8 c 2-3 " $.75
8 c 2-3 " $2.50
28 c 1-2 $.20

State
Hamilton
N.Y.

Clearance dating on 1939-40 season

ACCEPTED ..... (NBC Printing)

ACCEPTED ..... (Rehing Enterprises Corp.

6722

4574

W 34(10) Warner Bros 9/11/40

W 34(10) 9/27/40

Season 1940-41

Liberty
Herkimer
N.Y.

4 c 7/3 days 35% - 37½% - 40%
8 c 7/3 " 35% 2 cent 30%
8 c 7/3 " 65
28 c 7/3 - 35

Clearance same as 1939-40 season

A. Schary
(Signature)
L. Becker
(Republic Enterprises Corp.)

6723

4575

W34(11) Warner Bros 9/1/40

Strand
Hudson Falls
N.Y.

Season 1940-41

40 x 3 days 35% - 37½% - 40%
80 x 3 " 60
80 x 1-2 - 37 50
28 x 1-2 - 17 50

Clearance same as 1939-40 season

APPROVED [signature]
(Theatre Owner)

APPROVED [signature]
(Publix Enterprises Corp.)

6724

4576

W34(12) Pl. 4 #34(12) Wash. St. 9/1/40

Season - 1940-41

Capitol 4 @ 100.00 2-3 0a

" 8 @ 65.00 2-3 "

" 8 @ 35.00 2-3 "

Allison Bl @ 7½ 2-3 "

NY Clearance Rome 1934-40 season

ACCEPTED [signature] (Salesman)

ACCEPTED [signature] (Packard Motor Car Co.)

8725

W34 (13)

[redacted] 12/6/40.

DUAL SHEET

Season: 1940-41

THEATRE	TERMS			
	4	0	[illegible]	2-3 Days
	3	0	30.00	2-3 "
RIVER HILLS	3	0	25.00	2-3 "
Malto	Balance	0	20.00	2-3 "
or				
Hippodrome				

This deal does not effect pictures played prior to 11/30/40.

[redacted] See contract.

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Rhino Interplicos Corp.)

6720

4578

W34(14)

TRIAL SHEET

WALTHAM 38 ~ 9/11/45

THEATRE | TERMS

11/5-11

ACCEPTED _____
(Distributor)

ACCEPTED _____
(Schine Enterprises Corp.)

8727

W34(15) 9/11/40 WARNER BROS.

SEASON 1940-41

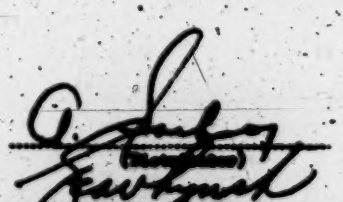
Marcena 4c ½ dup 35th. - 37½ - 40th.

Marcena 8c ½ 35th - r her to 30th

8c 16th } ½ dup

½ c 45th

Observance prom as 1939-40 season



6726

4580

W 34(14) 8/2/42 Warner Bro 9/1/42

Season 1940-41

State

Jacksonville

N.Y.

4c 2 day 25% - 37½% - 40%

8c 2. '95.

8c 2. '45.

28c 2. 30.

Clearance zone 1939-40 season

ACCEPTED .....
(Motor Timber)

ACCEPTED .....
(Sales Enterprises Corp.)

6720

4531

W34(17) 11 & W34(17) Warren Dist 4/17/40

SE 1/4 SE 1/4

Season 1940-41

14 c. 3/8 Logs 35% - 37½% - 40%

8 " 7/8 " 35% - 2 Rev to 30%

Colonial 8 " 50 1-2 Logs

28 " 35 1-2 "

Memo

Cleared Nov. 1939 - 40 season

ACCEPTED [signature] (Purchaser)

ACCEPTED [signature] (Schlage Enterprises Corp.)

6730

4582

W 34(19) [redacted] Warm 9/11/40

[redacted] 3/5/40

Season 1940-41

Strand

4 c 2/3 days 35% - 37½% - 40%

8 c 35% 2/3 days - 2 hrs to 3%

8 c 90 2/3

Log Cabin

16 c 60 1-2

12 c 50 1-2

Cleaned.

[redacted] A. Sullivan
(Plant Manager)

[redacted]
(Sullivan Enterprises Corp.)

6731

W34(19)

Warner Bros 9/4/40

TERMINATES	TERMS
11 & 2/34(19) [illegible]	
3-2-40	
Season 1940-41	
4 @ 30 - 2 days	
Add 17½ 2	
Minimum Commitment 12 pictures	
Clearance down to 1939-40 Season	

Contract
Gloversburg
NY
and run

ACCEPTED [signature] (Warner Bros.)

ACCEPTED [signature] (Holding Enterprises Corp.)

6732

4534

W34(20)

DEAL SHEET Wa...

THEATRE 4/23/42 TERMS

Encore 1942-43

Encore
or
Palace
Encore
N.Y.

4 c 3 day - 35% - 3
8 c 2-3 - 35% - 2
8 c 2-3 - 40
16 c 1-3 - 50 - ...
12 c 1-3 - 35 - ...

Clearance ...

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Enterprises Corp.)

6733

W34(21)

DEAL SHEET

TERMS

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Sohio Enterprises Corp.)

6734

4586

W 34(22) Planting Warner Beans

for Season 1940-41

Strand or Capitol or Omega or Oswego

101 4-@ 35 #/0 ½ 3½ 8-@ 35 #/0 (2 rows = 3½) 8-@ 90 cc 2 3 in 8-@ 45 in 2 3" 16 @ 45 in 2-3" 12 @ 30 in 2-3"

Oswego

Clearance Same as 1939-40

My

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Dakota Enterprises Corp.)

6735

W34(23) Warner Bros 9/11/40

Season 1940-41

Capital

4 @ 50cc 2-3 dr

8 @ 35cc 2-3 dr

Bi 1 @ 17cc 2-3 "

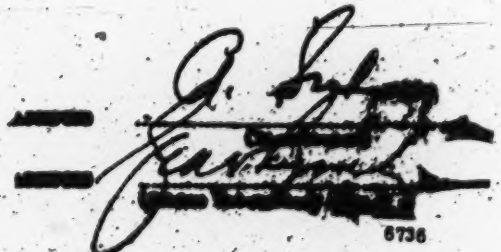
Assigned

Committed 10 pictures

Museum including trip 12 pictures

2nd run

Clearance Season 1939-40



6736

4588

W 34 (2nd)

Pl. & H 3w Cy. Warm Rise 9/11/43

Season 1943-44

Auditorium

Perry

NY

1st Run

4-C 35' to 5:30 2:30

8-C 60' 2:30

8-C 30' 2:30

28 C 2' 3:30

Cleaning C. 2:30

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Dobbs Enterprises Corp.)

8737

W34(25)

[redacted] [redacted] 5/11/40

[redacted] [redacted]

3/22/42 Lease, 1940-41

4-@ 31½ ÷ 37½ acres 295

Andrews @ 31½ " " 20 "

@ 50" 2 3 "

Glasscock @ 35" 2 3 "

Clearance Dec 31 1939-40

ACCEPTED [redacted] (Distributor)

ACCEPTED [redacted] (Shiloh Enterprises Corp.)

6738

4530

1. W34(2W) W/E # W34(2W) Warner Bros 9/7/40

3/27/42

Season 1940-41

Pontoon Sarasota N.Y.

4 @ 2-3 day 35% - 30% - 40%
8 @ 2-3 " 35% 2-4 30%
8 @ 1-2 " 55
28 @ 1-2 " 35

Clearance Season of 1939-40 Same

6739

4531

W 34(27)

[redacted] Farmer Bros 9/11/40

[redacted] Lease 1940-41

4 @ 25% 37 1/2

Strand 5 @ 6 5/8" 2 "

6 @ 5 1/2" 2 "

Seneca Falls 26 @ 22" 2 "

" " Clearance 1939-40

[redacted]

[redacted]

6740

4532

W 34(37) [redacted] Warren Iron 7/11/40

[redacted] Lease - 1940-41

State — 4 @ 100 = 2-30 a

8 @ 50 = 2-1 "

8 @ 75 = 2-1 "

Tupper — 16 @ 17½ = 2-3 "

Lake — 12 @ 15 = 2-3 "

Clearance Rent in 1939-40

[redacted] G. Lukens
(Lessee)

[redacted] Lockwood
(Union Exploration Corp.)

0761

W34(29) [redacted] Warm Rd 9/11/40

[redacted]

Season 1940-41

Olympic Place Watertown NY

4 @ 100° 2-3 Un
4 @ 75° 2-3 "
12 @ 50° 2-3 "
14 @ 35° 2-3 "
14 @ 30° 2-3 "

Clearance Low 1939-40

[redacted] G Sulzer (Signature)
[redacted] Sulzer (Name of Insurance Co.)

8743

4594

[redacted] W34(30) [redacted] Wars Date 9/11/40

[redacted] [redacted] Item 1940-41

4 @ 3-4 days 25¢ - 30½ ¢ - 40¢
8 @ 2-4 " 35¢ - 2nd to 30¢
8 @ 2-4 " $30.
16 @ 2-3 " $75.
12 @ 2-3 " $50.

Avon

Or

Olympia

Claims same as 1939-40 Avon

Watertown
1st res.
N.Y.

[redacted] [redacted]

[redacted] [redacted]
(Golden Enterprises Corp.)

6743

W34(31) Warner Bros 9/11/40

9/27/42

Season 1940-41

4 e 2 days 35% - 37½% - 40%

Capitol 8 e 2. 60.

Chesterfield 8 e 2. 30.

28 e 2. 22 50.

NY

Clearance Same as 1939-40 season

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Rubino Enterprises Corp.)

6744

4536

W34(32) [redacted] War... Sec. 9/11/43

[redacted] [redacted] [redacted]

X 9/23/42 Season 1940-41

Palace	4 @ 35¢ - 37½¢ - 40¢	2-3 days
or	8 @ $1.10	2-3 "
Opera House	8 @ $1.50	2-3 "
Cleveland	28 @ $1.35	2-3 "
Ohio		

Clearance same as 1939-40 season

[redacted] A. Sanders

[redacted] [redacted]

(Schine Enterprises Corp.)

6748

W34(33) [illegible] Nashua Bros 9/11/40

Season 1940-41

4-@ 35½ to 3-1/4 t. 4½ to 23 Sc.

8-@ ~~35½~~ 35½ (per letter of Selection & Auction 7/19 2 numbers 30½) 23

Athens

8 @ .75 2-3 days

Ohio

16 @ .35

12 @ 22½

Court

Clearance Same as 1939-40

Athens

Ohio

[signature]

[signature]

8748

4598

W34(34).

THE THEATRE: H. & W. 34/34 & 3/34 | THE FILM: Warner Bros 9/11/40

Leaders 1940-41

Glezel

~

Lyric

Bowling Green

Phil

4-C 35/0 to 37½ ~ 40/0 2-3 D.

8 @ 115m 2-3 D.

8-C 50m 2-3 "

16-C 25m 2-3 "

12-C 17½ 2-3 "

Clarence Leaders 1939-40

ADDRESS (Projectionist)

ADDRESS (Exhibitors Service Corp.)

6747

4539

W34(35)

DEAL SHEET War... Bros 9/11/40

THEATRE	TERMS
X	Season 1940-41

4 @ 17½ 7/3 days
8 @ 12½ 7/3 "
Balance $10.00 "

Minimum ~~guarantee~~ agreement top
14 pictures

ACCEPTED [signature]
(Distributor)

ACCEPTED [signature]
(Schine Enterprises Corp.)

6748

W34(36) DEAL SHEET Warren Bros.

TRACTS TERMS

Season 1940-41

Bucyrus, 4 c/b days 38¢ - 37½¢ - 4 c/.
or 8 c 715 ½ days
8 c 50 ⅓.
Southern 28 c 22½ ⅓.

Bucyrus Clearance same as 1939-40 Season
Ohio

ACCEPTED C. Luhrs
(Contractor)

ACCEPTED [illegible]
(Bucyrus Enterprises Corp.)

W 34(37)

RENT Warner Bros 9/11/40

THEATRE TERMS

Seasons 1940-41

1/ c 35/0 2 30½ 2-3 2

Strand 8 @ 115 2-3 "

8 @ 50 "

Clemence 28 @ 22½ "

Clearance same as 1939-40

ADDRESS

ADDRESS (Exhibitor Corporation Name)

0750

W34(79) 11/4/38 Warner Bros. 9/11/

THEATRE TERMS

4-C 35%-437½ ~ 40%

State 8-C 100" 2-3 "

8-C 50" 2-3 "

a 28@ 32" 2-3 "

Comic

Cleanse Year of 1939

Fostoria

Ohio

ACCEPTED (Distributor)

ACCEPTED (Sabine Interprises Corp.)

6751

(W34(39)

1 & 2 (34(39)) Atlantic Coast 9/11/40

THEATRE Indiana TERMS

3, 3A Season 1940-41

Kent

or

Pawnee

Ohio

1-C35% t. 3-1½ 2-10% 2-3 Dy

8-C35% (limit 2 to 30%)

8-C45% 2-3 Dr

28-22½ 2-3 " "

Clearance Same as 1939-40

ACCEPTED

(Manufacturer)

ACCEPTED

(Junior Interpreter (Insp.))

6752

4604

W34(40)

W & W34(40) Akron Beacon 9/11/40

9/23/40 Season 1940-41

Kent
or
Ravenna
Ohio
Repeat
2nd run

40 @ 60 - }
80 @ 40 } 1/3
80 @ 25
Balance 20

Akron Beacon 1939-40 season

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Ogden Enterprises Corp.)

6753

W34(41) DAY SHEET

Majestic Washington 9/11/40

THEATRE TERMS

Majestic Princess 1940-41

4-@ 35% 137½ 40% 2-34

8-@ 55.00 2-34

Medina 8-@ 30.00 2-34

28-@ 22.50 2-34

Princess

Medina Clearance Jan 21 1939-40

Medina

Ohio

ACCEPTED (Majestic Theatre)

ACCEPTED (Ohio Theatre Corp.)

6754

4606

W34(42)

~~DEAL SHEET~~ Warner Bros 9/11/40

THEATRE	TERMS
~~1/4 of W34(42) for~~	Season 1940-41
~~Akron~~ 5/27/41	4 @ 35% 1 3½ 2 40% 2-3
	8 @ ~~80~~ 50% 2-3 Da
Fairview	8 @ 35% 2-3 "
or	28 @ 22½ 2-3 "
Mayfair	
Norwalk	Clearance same as 1939-40
Ohio	

ACCEPTED _____ (Distributor)

ACCEPTED _____ (Skouras Metropolitan Corp.)

6755

4607

W34(43) DEAL SHEET Warner Bros 9/11/40

THEATRE	TERMS
~~W 4 W 34(43) Colonial~~	Season 1940-41
Pequa	4@35%-37½%-40% 2/3 days
or	~~8@35% 2 rent 3%~~ 2/3 "
	8@75 2/3 "
Nicona	16@37.50 2 "
	12@22.50 2 "
Pequa	
Ohio	Clearance same as 1939-40 Season

ACCEPTED [signature] (Interstate Theatres)

ACCEPTED [signature] (Warner Bros. Enterprises Exp.)

6756

4608

W34(44) Warren Nov 9/11/40

U.S. W3-(44) Season 1940-41
Adent 3/3/42

Castamba 4-@35% & 37½ ~ 40% 2-3 Dr
8-@75° 2-3 Dr
8-@30° 2-3 "
28-@17½° 2-3 "

Shelby

Ohio Clearance Same in 1939-40

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Sahlins Enterprises Corp.)

6757

W 34 (45)

Warren Farm 9/11/40

Season 1940-41.

Ritz — 4-C 35% - to 37½ - 40% 2-3 yr
8-C 35% (2 mos to 30%) 2-3
Brand — 8-C 70.00 2-3 yr
or — 16-C 40.00 2-3 "
Tiffin — 12 C 25.00 2-3 "

Tiffin — Clearance same as 1939-40

Ohio

[redacted] (Inspector)
[redacted] (Ohio Inspection Serv.)

6758

4640

W 24 (96) Warren Bros 9/11/40

Pl. & Sp 3-4(40) Season 1940-41

Van Wert 4-C 35% 2-3 DR

8-C 100" 2-3 DR

or 8-C 35" 2-3 "

Athens 28 C 22" 2-3

Van Wert Calendar Dim ei 1939-40

Ohio

(Signature)

(Name and Address of Engr.)

6758

W34(47) Wayne 5 Co 9/11/40

11 & W34(47) Season 1940-41

~~3/31/42~~

Wooster — 4 @ 35% to 37½ to 45% 2-3 d

— 8 @ 35% (Season 1 2 to 30%) 2-3 d

do — 8 @ 80 2-3 days

Wayne — 16 @ 40 2-3 "

— 12 @ 30 2-3 "

Wooster Ohio — Closed Season 1939-40

6760

4612

[redacted]

12/6/40.

DEAL SHEET

W34(48)

THEATRE	TERMS
[redacted]	Season: 1940-41.
[redacted]	
[redacted]	
[redacted]

W 34(49) Warren 9/11/40

Ky-24 W-34(49) Kentucky Season 1940-41

3/2 3/42

Hippodrome

Vin

Carbon

Ky.

4 c 100 = 2-3 Dr

8-c 65 = 2-3

8-c 37 = 2-3 "

28 c 22 = 2-3 "

Clearance Sine die 1939-40

A. Sidney
(Signature)

Lenhymeh
(Signature Telephone Corp.)

0702

W 39 (50)

Warm Springs 9/11/40

N & S 39 (50)	Season 1940-41
~~From Ashland Division~~	4 @ 35% to 37½ to 40% 2-3-4
Ben Ale	8 @ 35% (2 cars ... 1 30%)
w	8 @ 30% (2 cars ... 25% 2-3-4
Kentucky	16 @ 85 lbs 2-3-4 Jt
w	12 @ 60 lbs 2-3-4 Jt
Strand	
Lexington	Clearance Same as 1939-40
Ky	

[signature]

[signature]

W34(51)

Warm Rose 9/11/40

K. E. T. 34(31) Season 1939-40

~~Lexington~~ Strand 3/23/42

4 @ 35% to 37½ 40% 2-3 DR

8 @ 112.50 2-3 DR

or

8 @ 75.00 2-3 DR

State or Opera House

28 @ 25.00 2-3 "

Lexington Ky

Clearance Same as 1939-40

A. Sabaugh (Theatre Mgr.)

[illegible] (Exhibitor Booking Rep.)

6704

4616

W 34 (52)

Warner Bros 9/11/40

H-Ca W 34 (52)

Season 1940-41

~~for Stock~~ 3/27/42

4-C 60 = 2.3

8-C 35 = 2.3 "

8-C 25 = 2.3 "

Strand

or

State

or

Opera House

Leicester

3rd run

12-C 15 = 2.3

Clearance same as 1939-40

[redacted]

W34(53)

Warner Bros 9/11/40

Pl. & Issue(53) Season 1940-41

Stand in State or Opera House

4 @ 50 2-3 Sa
8 @ 30 2-3 "
12 @ 15 2-3 "

Lexington 4th Run

Clearance Case a 1939-40

[redacted]

W 24(59) — Warrenton 9/1/9

~~Ft. 4 R 3 1 (54)~~	Semi 1940-41
~~Federal~~ 5 b 7 42	
Russell	4 @ .190 ½ agr
or	8 @ .85 ½
Washington	8 @ .50 ½
	28 @ .225 ½
Maysville	Clearance same as 1939-40 Acr
Ky	

A. Sidney
(Name)
(Post Office Address)

0787

1 W34(55) ——— Warm Bro 9/14/40.

~~W.34(55)~~	Season 1940-41
~~Finished~~ 3/32nd	
Manning	4c 2 days 35% - 37½% - 40%
or	8c 2 " 35.
	8c 2 " 40.
Bronine	16c 2 " 27½
	12c 2 " 17½
Middlebrooks.	
Ky	Clearance Area 1934 Season

A. Lindsay

[redacted]

4620

W34(56) — Warner Bros 9/11/40

~~W34(56)~~ Season 1940-41

~~3/22/41~~

Bourbon — 4¢ rdsp 35/- 37½- 40%

or — 8¢ 2" 15-

Paris — 8¢ " 13-

— 8¢ " 11-

Paris Key

— G. Seaton (Director)

— Kaufman (Assoc. Producer)

V 34 (57) — Warrenton 9/11/40

[redacted] — Season 1939-40

Frankfort — 4e 2 days 35¢ - 37½¢ - 40¢

Madison — 8e 2 d 30.

or — 8e 2. 35.

State — 28e 2. 175

Richmond — Clearance Sales 1939-40 Season

Ky

[redacted]

[redacted]

6770

4622

W34(58) — Liberman Bro 9/4/40

NE¼ NW¼ 34(58)Jay	Season 1940-41
Start 3/23/42	4 e 2-3 days 35%-37½%-40%
Arcade	8 e 2-3 " 90
or	8 e 2-3 " 55
State	28 e 2-3 " 30
Combined	Clearance same as 1939-40 Season
Md	

[redacted]

W 34(59) DEAL SHEET Warranties 1/4/4.

THEATRE	TERMS
1/4 W34(59)	Season 1940-41.
~~Avalon~~ 3/3/4.	4 @ 130 7/3 days
Avalon	8 @ 70 7/3 "
or	8 @ 35 7/3 "
New Haven	16 @ 25 7/3 "
Easton	12 @ 17 50 7/3 "
Md.	Closes one 1939-40 season.

A. Lee

W34(60) TRIAL SHEET Warner Bros. 9/11/40.

DEFENDER	TERMS
W & F 34(60)	Season 1940-41
Federal 3-21-42	X 4 @ 60. 43 days
	8 @ 25 "
	8 @ 17.50 "
Federalsburg	28 @ 17.50 "

Cleared some on 1939-40 season

ACCEPTED [signature]
(Manager)

ATTEST [signature]
(Signed Subscription Dept.)

9773

W34(61)

DEAL SHEET. Warner Bros 9/11/40

THEATRE	TERMS
~~W & J 34(61)~~	Season 1940-41
~~Loaded~~ 8/22/43	
Arcade	4e 3 Lg 35%-37½%-40%
or	8e 2nd 3. 35% 7 rev to 30%
Wycoming	~~8e 2-3 . 160~~
	16 . 2-3 " 50
	12 . 2-3 . 25
Salisbury	
Md	clearance same as 1939-40 season

ACCEPTED A. Lindsay
(Distributor)

ACCEPTED L. Boasberg
(Schine Enterprises Corp.)

6774

4626

W 34(62) DEAL SHEET Warner Bros 9/11/40

THEATRE	TERMS
~~Rivoli~~ W 34(62)	Season 1940-41
~~Rivoli~~ X	12¢ 12 50 2/3 days
3/2 2/42	Bal @ 10¢ 1/2 "
Colored	Minimum Guarantee 36 performances
House	
Salisbury	
Md.	

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Rapid Enterprises Corp.)

6775

W34(63) [redacted] Warner Bros 9/4/40

[redacted]	[redacted]
W.B. W34(63)	Season 1940-41
~~Subject~~ 3/23/42	
Radio	4 c. 35% - 37½% - 40% 3-4 days
for	8 c. 35% - 2 Rev. to 30% 2-4 "
Attract	8 c. 30% 2 " to 25% 2-4 "
[redacted]	16 c. "90." 2-3 "
	12 c. "55." 2-3 "
[redacted]	
% I. Stern	
Amsterdam	Clearance same as 1939-40 season
N.Y.	

[redacted]

6776

W 24(64) — Warner Bros 9/4/4

	Season 1940-41
~~W 24(64) in Detail~~ 3/2 2/42	8 @ 50 3/2 days
Strand	12 @ 37½ 3/2
or	6 @ 22½ may play 14 pictures 2-3 in Rkyo de Nov to be billed from 22½ bracket
Regent	
Anderson	
N.Y.	
2nd run	Clearance same as 1939-40 season

AGENTS _____ (Signature)

AGENTS _____ (Exhibitor Enterprises Corp.)

6777

W34(6c)

FINAL SHEET Warner Bros 9/11/40

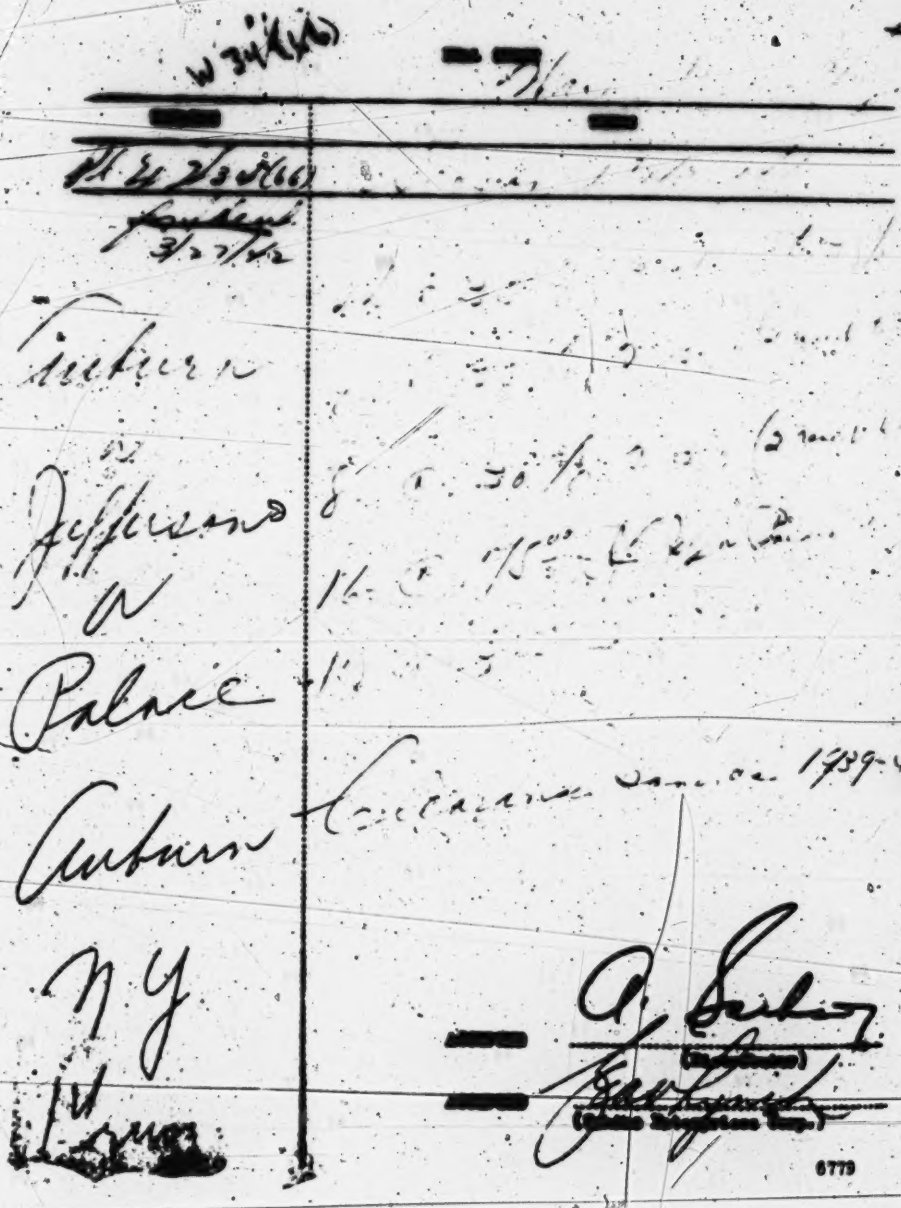
THEATRES	TERMS
~~11 2 2 3 4 (6c)~~	Season 1940-41
~~2 Doors~~	
~~3/2/41~~	40
Jefferson	50 45
Gov	51 35
Palace	35 15
Asbury	
2nd run	Clearance [illegible] 9 1 4 [illegible]

ACCEPTED G. Sukay
(Distributor)

ACCEPTED
(Capitol Enterprises Corp.)

6778

4630



4631

W.39/52

DEAL SHEET War... Bro. 9/0/40.

THEATRE	TERMS
[illegible]	Season 1940-41
Capitol	40% 2 days
[illegible]	8-50 2 "
[illegible]	8-30 2 "
[illegible]	28-15 2 "
N.Y.	

Clearance None 9-17-40 Season

ACCEPTED G. Schaefer
(Distributor)

ACCEPTED
(Schine Enterprises Corp.)

6780

4632

W34(62)

TRACTS	TERMS
11 [illegible] W34(62)	

4-@ 35'

5 @ 70' - 1

8 @ 55' - 3 -

14 @ 30' - 2-3

12 @ 25' - 2-3

[illegible] Dec 1909.

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Pabine Interstate Corp.)

6781

W34(69) Warner Bros. 11/14

TRADE	TERMS
W & B 34-169	Season 1940-41
~~Jamestown~~ 4/24/42	
Gloucester	4 @ 35% - 37½% - 40% 2-3 days
	8 @ 35% 2nd @ 30% 2-3 "
	8 @ 40. 2-3 "
Conshohocken	28 @ 25. 2-3 "
NY	

Clearance Agreement 1939-40 Season

ACCEPTED: (Distributor)

ACCEPTED: (Quaker Interprises Corp.)

6782

4634

W34(70)

DEAL SHEET

THEATRE	TERMS	
[illegible]	June 1940 - 4	
5/27/42	4 - 35%	- 4
Grand	8 - 85	2
	8 - 50	2 - 3
Carlton	16 - 25	1 - 2
	12 - 17 50	1 - 3

June [illegible] 19[illegible]

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Schine Enterprises Corp.)

6733

4635

W 34(71)

DEAL [illegible] Warm Bire 9/11/40

THEATRE	TERMS
W 34(71)	Season 1940-41

1/- @ 50% 3 3 mo

5 - @ 32½% 2-3

Bil. @ 17½% 2-3

Television rights 1939-40.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Exhibitor Enterprises Corp.)

6784

4636

W34(72)

DEAL SHEET

THEATRE	TERMS
[illegible]	Sept. 1940-41
Fox	4 @ 35% [illegible]
or	8 @ 35% [illegible]
Palace	8 @ 60% 23
"Cleary	28 @ 35% 23
NY	
first run	Clearance Sept. 1937-40

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Skouras Enterprises Corp.)

6785

W34(73) Wagner Bros 9/11/40

W34(73) Season 1940-41

4 C 35 f/o 237½ - 40 20 Dr

Holland 8 C 115-2-3 "

6 " " " "

Bellefontaine 28 C 35 13 "

Okeh

Clearance Date 1939-40

ACCEPTED (District Manager)

ACCEPTED (Ohio Enterprises Corp.)

6705

4638

DEAL SHEET — Wilmington Zone — 9/11/40

THEATRE: W34(74) — TERMS: Clayton 1940-41

~~Wilmington~~ W34(74) — Clayton 1940-41

~~Wilmington~~ 3 days

4 @ 35% & 37½ = 40½

Vernon

8 @ 35% (2 must go 3rd)

8 @ 60 on 2-3 Dr

Vine

28 @ 30 on 2-3 "

Clearance Same as 1939-40

Mt Vernon

Ohio

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Motion Picture Exchange Emp.)

6787

W 34(75) DEAL SHEET Warner Bros 9/11/40

THEATRE	TERMS		
Wm 7/3 4(75)	Season 1940-41		
Hurlock	10 & 15 ~~%~~	2 mos	Six letters
	8 & 12 ~~%~~	2 "	10/30 in
	8 & 10 ~~%~~	2 "	agreement form.
Hurlock			
Md			

ACCEPTED .....
(Exhibitor)

ACCEPTED .....
(Schine Enterprises Corp.).

6788

4640

W34(76) DEAL SHEET Warner Bros 4/7/41

THEATRE	TERMS
Plaza (3/27/41)	Cons. 1992-41
~~Plaza~~ 3/27/41	10 & 15 50%	1-2 wks
Marota	8 & 12 50%	1-2 wks
Nichols	8 & 10 50%	1-2 wks

ACCEPTED ..... (Petrilgio)

ACCEPTED ..... (Schine Enterprises Corp.)

6789

W34(77)

DEAL SHEET (Warner Bros. 11/4.

THEATRE	TERMS
[illegible]	Season 1940-41
~~Preview~~	4 @ $35.00
1/10/41.	8 @ 25.00
New theatre	8 @ 15.00
Fairs.	28 @ 10.00
Defendant	2 days.

This deal becomes operative on opening of theatre. Exhibitor not obligated to play any pictures becoming available prior to date theatre opens

Clearance, same as 1939-40 season

ACCEPTED (1 Sahlen
(Distributor)

ACCEPTED [illegible]
(Schine Enterprises Corp.)

6790

4642

W34(79)

DEAL SHEET Warner Bros 9/11/40

THEATRE	TERMS
V 21 1/34/18 Th	Season 1940-41
~~Union~~ 3/13/42	
Plaza	40c 35c 2 days
	8c 50 2 "
	8c 25 2 "
Milford Del.	28c 17 50 2 "

Clearance same - 1939-40 Season

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Stanley Enterprises Corp.)

8791

W-34(79) ~~M-G-T-34(N)~~ ~~Portland~~ Va. ~~Seattle~~ 9/1/40

TRADE	TERMS
	Season 1940-41
	4/- @ 60^ 2-3 1/2
Prints	8- @ 4^ 2-3
	3/4 @ 17 1/2^ 2-3
Fine Art	Approximately 70 pictures including top 12
Special	Clearance Close as 1939-40
2nd Run	

ADDRESS [illegible] (Motion Picture)

ADDRESS [illegible] (Motion Picture Enterprises Corp.)

6792

4644

W-34(cd)

THEATRE	TERMS
	Loew's - 240 - 41

Geneva — 4 @ 35m 2 3 5c
8 @ 22½ 2 3
8 @ 17½ 2 3

Regent — Commitment 12 pm

2nd run — Clearance 14 days

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Rhine Enterprises Corp.)

6733

[fol. 6794] EXHIBIT W-35-A

Agreement—Covering the 1940-41 product dated September 11th, 1940

In each situation where there are two or more houses, the exhibitor is obligated to play 48 pictures.

In situations where there are two houses with one operating part time, or where there is only one theatre, the exhibitor is obligated to play 40 pictures.

The above covers all situations excepting the following first run situations where the exhibitor is obligated to play only a total of 35 pictures:

Bellefontaine	Ohio	commitment	35 pictures
Medina	Ohio	"	35 "
Van Wert	Ohio	"	35 "
Perry	N. Y.	"	35 "
Salamanca	N. Y.	"	35 "
Hamilton	N. Y.	"	35 "
Ilion	N. Y.	"	35 "
Tupper Lake	N. Y.	"	35 "
Federalsburg	Md.	"	35 "
Laurel	Del.	"	35 "
Milford	Del.	"	35 "
Paris	Ky.	"	35 "
Richmond	Ky.	"	35 "

And, the following runs are also exceptions where the exhibitor is obligated to play only 20 pictures.

Hurlock 1st run	Md.	commitment	20 pictures
St. Michaels 1st run	Md.	"	20 "
Amsterdam 2nd run	N. Y.	"	20 "
Glens Falls 2nd run	N. Y.	"	20 "
Gloversville 2nd run	N. Y.	"	20 "
Watertown 2nd run	N. Y.	"	20 "
Auburn 2nd run	N. Y.	"	20 "
Mount Vernon 2nd run	Ohio	"	20 "
Corning 2nd run	N. Y.	"	20 "
Geneva 2nd run	N. Y.	"	20 "
Lexington 2nd run	Ky.	"	20 "
Lexington 3rd run	Ky.	"	20 "
Lexington 4th run	Ky.	"	20 "
Oswego 2nd run	N. Y.	"	20 "
Lockport 2nd run	N. Y.	"	20 "
Rochester (Lake) subsequent	N. Y.	"	20 "
" (State) repeat	N. Y.	"	20 "
" (Liberty) repeat	N. Y.	"	20 "

Wherever the exhibitor decides to eliminate a picture in accordance with the above minimum commitments, notification of such elimination will have to be made to the distributor in accordance with the provisions outlined in the general terms of the feature contract attached.

Vitagraph, Inc., by Arthur ———. Schine Enterprises Corporation, by Geo. V. Lynch.

282—1879

[fol. 6795] EXHIBIT W-35-B

Agreement Covering the 1940-41 Product

September 11, 1940.

(1) Admission Prices: Minimum admission prices are to be specified in each contract for each situation.

(2) Double Bills: With respect to the top 20 pictures exhibitor may deduct the actual cost only of the second feature from the gross receipts not to exceed the price indicated for designation #21.

(3) Added Attractions: The exhibitor may deduct the actual but not the accumulated cost of Bank Night, screeno, etc. from the gross receipts on percentage pictures before sharing.

(4) Addition Days: With respect to the flat rental pictures it is understood and agreed that the exhibitor will pay for additional days over the number specified in the contract at a 50% pro rata charge per diem. (For example: A picture sold 2 days at $100.00, if played 3 days the charge for the third day would be $25.00).

(5) Midnight Shows: (On percentage pictures) Any percentage pictures playing on midnight shows, terms to be 20% of the gross receipts with the understanding that the gross receipts for such midnight shows are not to be counted in any control figure grosses.

(On flat rental pictures) Any flat rental pictures playing on midnight shows, where such midnight shows are over and above the number of days specified in the deal sheet, the exhibitor is to pay an additional 25% per diem rate. (For example: A picture sold 2 days at $100.00, if played on a midnight show plus 2 days, the charge for the midnight show would be $12.50).

All midnight shows and regular runs shall be consecutive.

(6) Overages and Underages: Should exhibitor change its policy in a situation which would necessitate playing a lesser number of features and short subjects than its commitment for such situation then the underage in such situation or situations may be applied dollar for dollar against over-played situations in the same territory exchange only.

(7) Control Figures: With respect to designations 1 to 4 inclusive, it is recognized that the control figures agreed

upon are based upon the actual gross box office receipts irrespective of any deductions to which exhibitor may be entitled for double bills, added attractions, etc. For example, if in any situation the film rental calls for 40%, if the gross is $2,000, and the gross be $2,000 then the film rental shall be forty (40%) per cent; and if exhibitor be entitled to a deduction from the gross before sharing of $50.00 for a second feature then the film rental shall be 40% of $1,950.

(8) Eliminations: Exhibitor agrees that wherever he has the privilege of selectivity in the contract to notify distributor within 14 days after the date of the notice of availability of his intentions to accept or reject any given motion picture.

Vitagraph, Inc., by R. H. ——. Schine Enterprises Corporation, by Geo. V. Lynch.

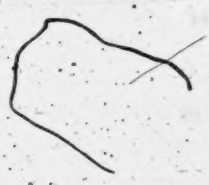


EXHIBIT U-137

U. 137.

Shrevesville, S. C.

AGREEMENT entered into this 7th day of September in the year of 1938, between Universal Pictures, Inc. and Selznick International Corp. Hereby it is agreed and understood that the following clauses become part and parcel of all deal sheets signed the 26th day of August, 1938, and the approval of these deal sheets will be automatic approval of this letter.

Clause No. 1

In all situations where percentage pictures are used with a double bill, Universal agrees to allow us to deduct the cost of the second feature. The cost not to exceed Universal's flat rental.

Clause No. 2

It is understood and agreed that in towns where an overlap may contractual commitment, the monies obtained by overlapping the commitment is to apply dollar for dollar against towns where the commitment is underplayed.

Clause No. 3

It is also understood and agreed that on any subject or subjects used for more days than the number specified on the deal sheet or contract, the cost for each additional day will be $25 per diem rate.

Clause No. 4

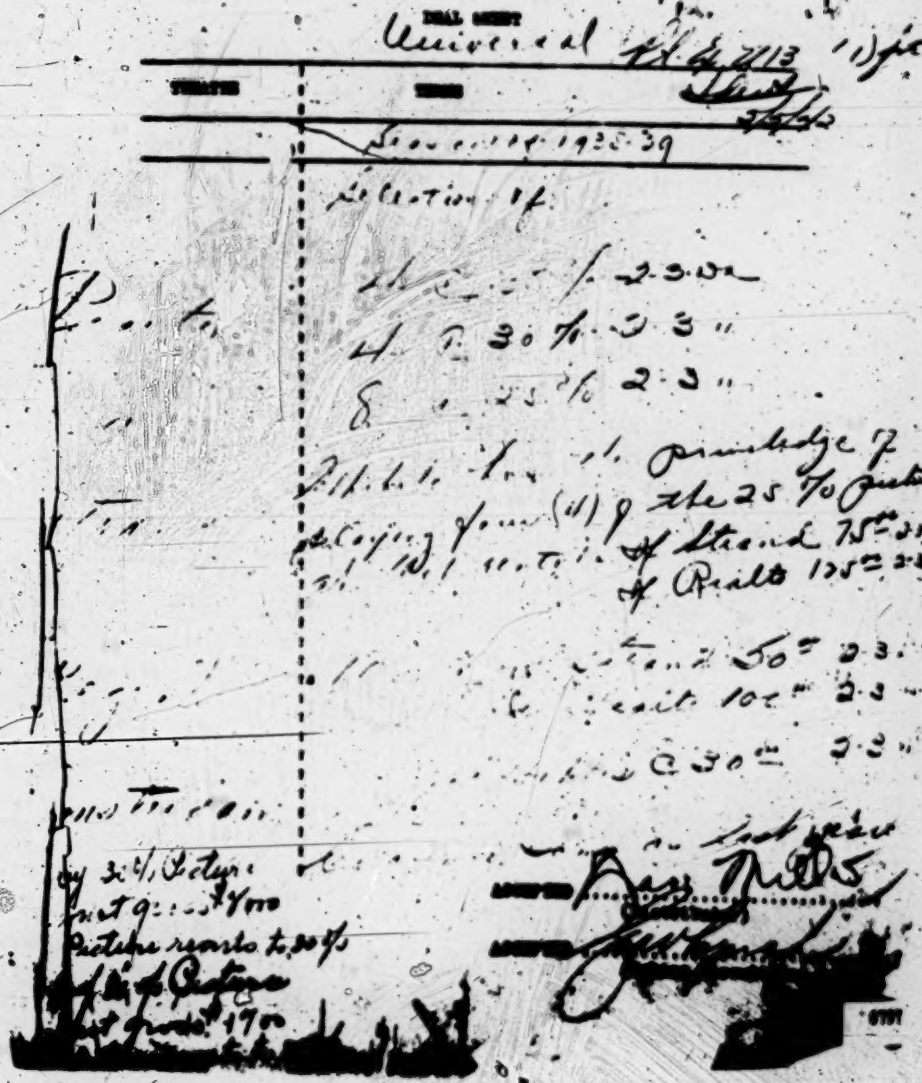
It is further understood and agreed that on any pictures or pictures used on a midnight show the terms are to be 25%.

Dave Miller, District Mgr.
UNIV. 46th PICTURES, INC.

George V. Lynch
SELZNICK INTERNATIONAL CORP.

6796

4650



4 137 (2)

DEAL SHEET

Universal

THEATRE	TERMS
	Season 40 [illegible]
	Selection 4
	4 @ 40 = 2-3 days
Capitol	4 @ 30 = 2-3 days
Ballston	8 @ 20 = 2-3 days
	Clearance same as last year

ACCEPTED: [illegible]
(Exhibitor)

ACCEPTED: [illegible]
(Booker or Buyer)

6798

4652

U - 137

TRIAL SHEET

Weyerhaeuser U. S. Y. B. [illegible]

THEATRE THINGS

[illegible]

Season 1934-39

Selection of

4 @ 17½ = 2 3 [illegible]

4 @ 50 = 2 3

1 @ 25 = 2 =

12 @ 17½ = 2 3

6 [illegible] 12 = 1 2 [illegible]

[illegible]

ADDRESS [illegible]

ADDRESS [illegible]

[illegible]

[redacted]

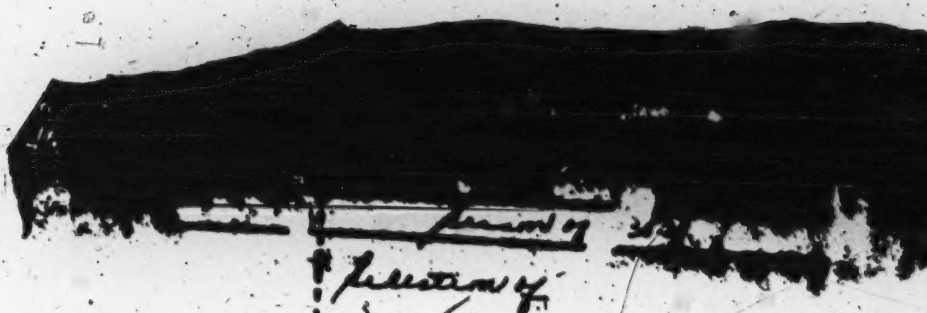
January 19, 1962

Selection of

Realto 4 - @ 35% 2 3 dz.
4 - @ 30% 2 2 "
" 4 - @ 25% 2 2 "
Impulse 14 @ 50 2 2 "
10 @ 32 2 2 "

ACCEPTED
(Distributor)
ACCEPTED
(Schine Circuit, Inc.)

6800



ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6802

9/24/31

137(1)

DEAL SHEET

TREATIES	TERMS
	Universal U.S.S.R. 137(1)3/4
	January 1932.

Signature of

Hyman

Glasser

ACCEPTED ... (Signature of Buyer)

ACCEPTED ... (Signature of Seller)

6803

2. 137 (A)

DEAL SHEET

Universal 12/29/38

THEATRE

TERMS

Season 1938-39

4 @ 32½ 2-3 Dr

Sat. 6 @ 20 " 2-3

& 10 @ 12½ 2-3

Rental Selection (1) Rental 3½ 1-2 Dr.

13 Engts 2½ 1-2

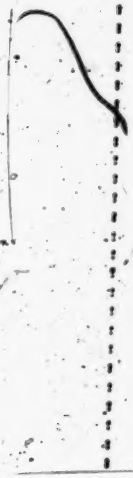
ACCEPTED .....
(Manager)

ACCEPTED .....
(Motion Picture, Inc.)

8804

DEAL SHEET

THEATRE	TERMS
	Season 1938-39



ACCEPTED

4659

[redacted]

Liberty

Herkimer

N.Y.

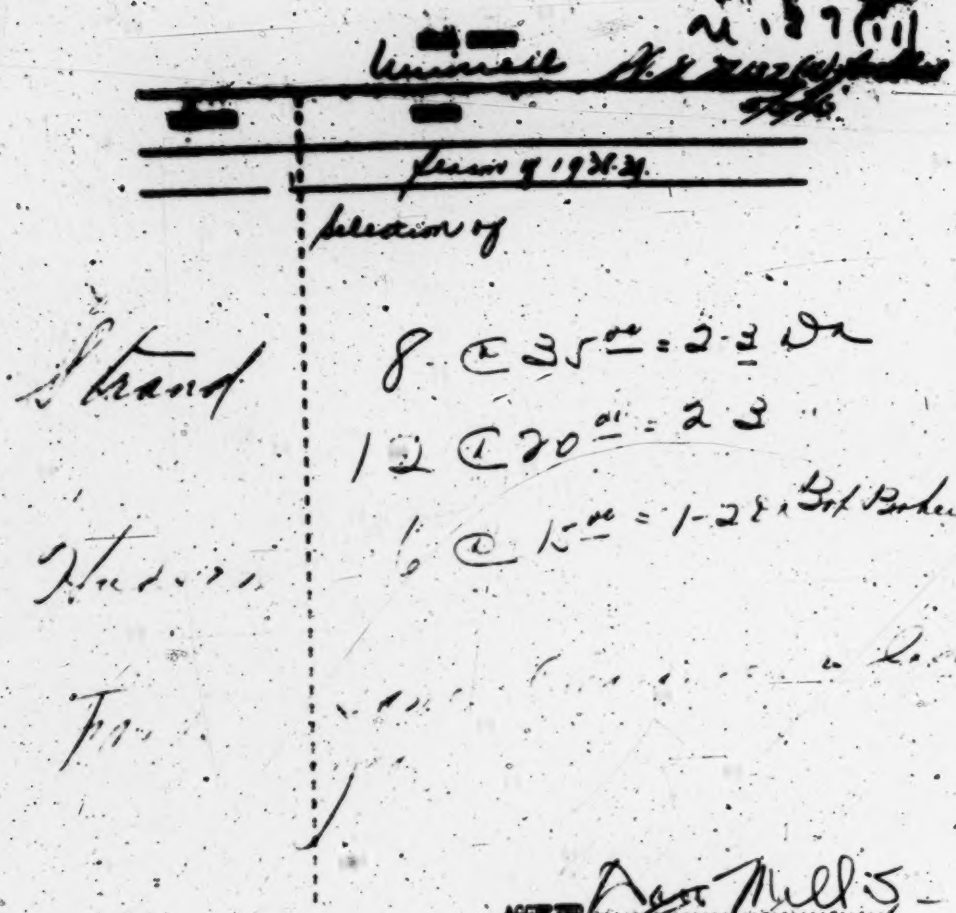
4 @ 100 70 days
4 @ 50 70 "
4 @ 35 70 "
10 @ 22½ 70 "
6 Brl Bikes 17½ 1-1-02

Clearance, same as last year

ACCEPTED [illegible]
(Electrician)
ACCEPTED [illegible]
(Sabine Circuit, Tex.)

6806

4660



ACCEPTED ..... (Distributor)

ACCEPTED ..... (Echlin Circuit, Inc.)

6807

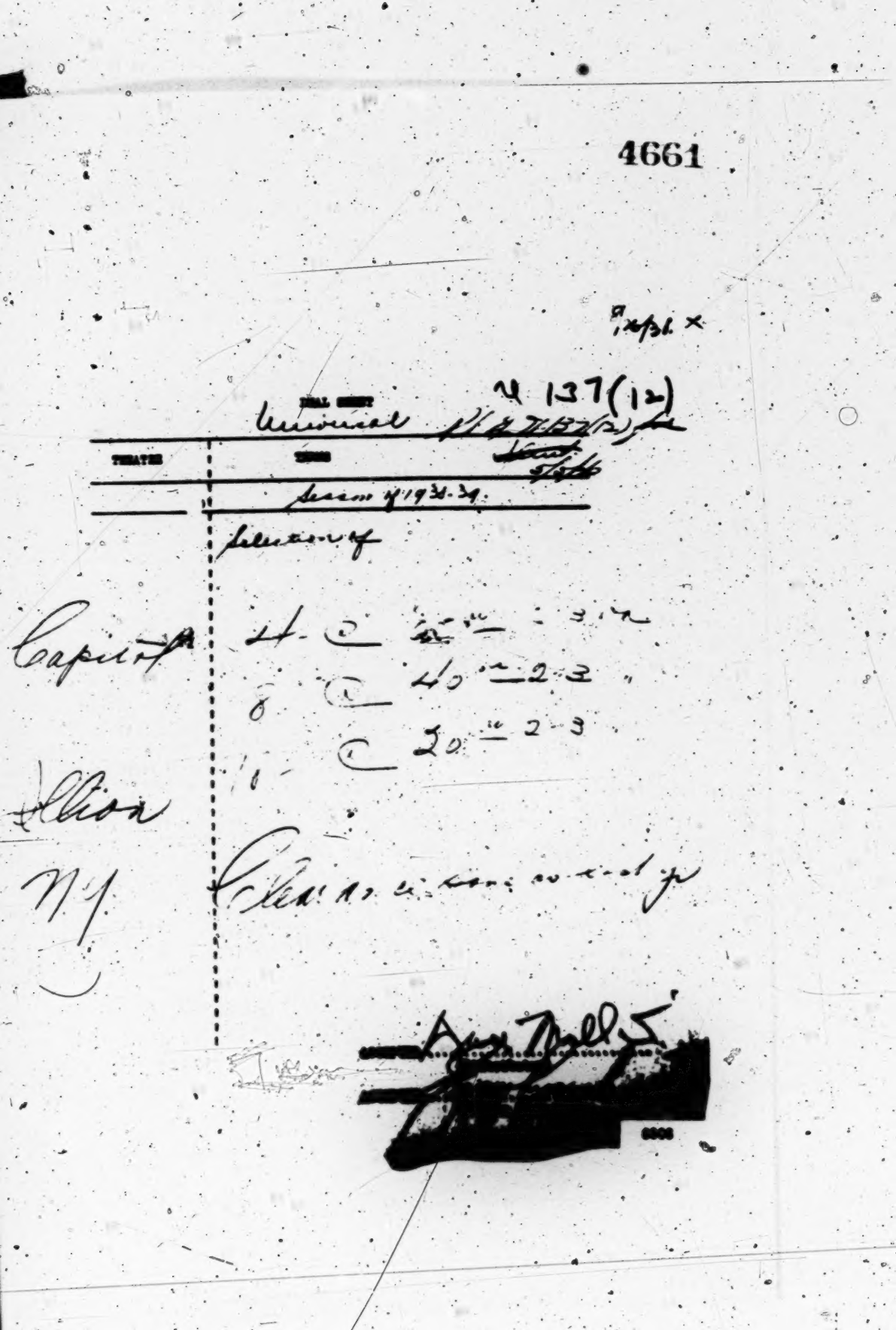
N 137(12)

Universal

THEATRE | TOWN | STATE

Season of 1931-32.

Capitol



Universal Photo Tube Co.

Season of 1938-39.

Selections of

Real or Kelp

4 @ 125 = 5 00
4 @ 50 = 2 00
4 @ 40 = 1 60 not listed 12/21/38
1 @ 30 = 30
12 @ 30 listed 12/21/38
6 Bulb Inserts 75

ACCEPTED .....
(Distributor)
ACCEPTED .....
(Schiro Circuit, Inc.)

6809

9/20/38

DEAL SHEET

THEATRE | TERMS

Season of 1938-39

Malone

Malone

N.Y.

4664

Universal [redacted]

Season of 1935-36.

Selection of

4- @ 100 = 2-3 Yr
4- @ 50 = 2-2 "
4- @ 35 = 2-2 "
8- @ 27½ 2-3 "

6- Bot Bobs @ 15.00

Clearance same as last year

ACCEPTED [redacted] Distributor

ACCEPTED [redacted] (Schine Circuit, Inc.)

6811

[redacted] M 13719

Universal [redacted]

[redacted]

Season of 1938-39

Selections of

Stat.

4 @ .75 = 2-3 days

11 @ .50 = 2-3 days

[illegible] = 2-3 days

ACCEPTED [illegible]
(Distributor)

ACCEPTED [illegible]
(Schine Circuit, Inc.)

6812

[redacted]

January 19 XX.

Selection of

Cabinets

4 @ 100 ea - 2 3 Dr
4 @ 50 Letter 11 2760
4 @ 60 ea - 2 3 out
12 @ 35 ea 2 3 "
1 Bank 13 Cabinets 22 ea 1-2 Dr

[redacted]

ACCEPTED: [redacted]
(Schine Circuit, Inc.)

6813

[redacted]

Universal

THEATRE | TERMS

Season of 1938-39.

Selection of

4-@ 35% - 2 yr Premium 30% Number 1200
4- @ 30% 2 " " Index 1127 4@ 1125
4 @ 75 ~ 2
4 @ 60 ~ 2
4- @ 40 ~ 2
6- Art Prints 22 ~ 1-2 yr

Clearance Service List

ACCEPTED: [redacted]
(Distributor)

ACCEPTED: [redacted]
(Schine Circuit, Inc.)

6814

9/26/31

DEAL SHEET

Universal U-137(11)

THEATRE	TERMS
	Period of 1935-36

Orpheum or Palace Orpheum NY

Feb. 1 to 4

4/c 35% 3/3 days Percents 65% 4/5%

4/c 30% 2/3 " " 35%

8-@ 75% 1 day only Later 10/27/31

Ethiopia has the privilege of playing 1 day in the 75% positions

4 Orpheum 75= 2 3 days, 4 Palace

50-1-x 1x

10-@ 4 Orpheum 60 = 2 3 days 1 Palace 35= 1-x

DEAL SHEET

Universal

THEATRE	TERMS

6816

4670

[redacted]

Universal

TREATED

Season of 1931-34

State

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

8817

Universal 4-137 [redacted]

THEATRE [redacted]

[redacted] 11 & 12-137(30)

Season of 1938-39

Selection of 3 5/55

11 @ 35/70 - 3 2/11 Tenth & 20th Anniversary Nos. for 1750

4 @ 30/70 - 3 " " " "

8 @ 75/2 2 "

10 @ [illegible] for 4 -

3 -0-

Af Cameras 2 6 -

[redacted]

6 13, 1 Broken 17 2 - 12

[illegible] Paid 7

ACCEPTED [redacted]
(Distributor)

ACCEPTED [redacted]
(Selznick Circuit, Inc.)

[redacted] 8818

11 x

TRIAL SHEET 4-137(23)

THEATRE	TIMES
Olympic	8
Palace	4-
Waterloo	1
	1st 2
2nd Run	Olympic
	Pictures playing Olympic
	1st run to represent 2nd run
	at Palace 1/15 to 2

ATR

9019

[redacted]

Universal

season of 1938-39

Selection of

Capitol 4 @ 60% 2-3 days

4 @ 35% 2-3 days

Whitehall 8 @ 22½ 2-3 days

(C.)

for [illegible]

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Schine Circuit, Inc.)

6820

[redacted]

[redacted]

Session of 1938-39

Auburn

Selection of
4 @ 25¢ 2/4 days Remain 6 3!
4 @ 30¢ 3/4 " 25¢
6 @ 25¢ 3/4 "
entire crew the ... ...

DEAL SHEET

THEATRE	TERMS

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Exhibitor or Authorized Signature)

6822

DEAL SHEET

THEATRE | TERMS

4/26/38

U-1271-(7)

4 @ $ 135.00

13 @ 85.00

6 @ 60.00

4 @ 40.00

Same as last year.

Same clearance as last year.

ACCEPTED: [illegible] (Distributor)

ACCEPTED: [illegible] (Booking Agent, Inc.)

6823

4677

9/24/38

M-137(B).

Universal.

THEATRE	TERMS	
	Season 1938-39	

Selection of:

4 @ 125.00

4 @ 75.00

8 @ 50.00

6 @ 35.00

1 @ 25.00

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6834

4678

[redacted]

Universal

[redacted]

Summary of 1938-39

Selection of

4 @ 100 2/3 dog

5 @ 50 2/3 dog

5 @ 25 2/3 dogs

Babcock

Bath

NY

Same season as last year

ACCEPTED ..... (Distributor)

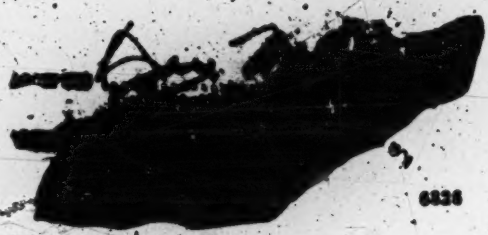
ACCEPTED ..... (Schine Circuit, Inc.)

8825

DEAL SHEET

Universal

THEATRE	TERMS.
	Season of 1938-39
Playhouse	Selection of 4 @ $1.00 2/3 days 4 @ .60 2/3 4 @ .50 2/3 8 @ .30 2/3 6 Bob Burns @ .15 2/3 days
Cincinnati	Some clearance over night
N.Y.	



Universal

PERIODS	ITEMS	
	Season of 1938-39	

Selection of

ACCEPTED ..... Distributor

ACCEPTED ..... (Schine Circuit, Inc.)

6827

General

Season of 1938-39

Selection of

4 @ 40 1/3 days

6 @ 25 1/3

Some additional workers used

Palace

on

-19-38

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Skine Circuit, Inc.)

6828

4682

DEAL SHEET

THEATRE	TERMS

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Selznick Releasing Org., Inc.)

6829

DEAL SHEET

THEATRE	TERMS

4684

DEAL SHEET

THEATRE | TERMS

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Booking Agent, Inc.)

6831

4635

Universal

4137(36)

THEATRE | ROLL NUMBER 1

Season of 1938-39.

Selection of

4 c 40 2/3 days

8 c 25 2/3

If any additional pictures are used, price to be 1.50

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

6832

DEAL SHEET

Universal

24-1370

THEATRE	TERMS
	1/4 26 13/32
	Season of 1938-39
	5/5/2
	Selection of
	4 @ 100 2/3 days
	4 @ 50 1/2
	1 @ 25 1/2
Capitol Newark N.J.	1 Comedy Release on Each Program

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

6833

FINAL SHEET

THEATRE	TERMS
Liberal or Capitol Oswego N.Y.	4 @ 25% 3/3 days - record 3c 4 gross less than 1750. 1500. 4 @ 30% 3/3 " " 25% " 8 @ 25% 3/3 " " Exhibitor has the privilege of showing 4 of the 25% features @ 75. by stations 3/3 days 3c by copies 1/3 Settled 4/2/38 11 features @ stations 2 days 60. 2 " 60. 4 copies 3/3 20. 6 Gas Heaters @ 2c per day. Gone Clear

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Acme Circuit, Inc.)

6834

4688

8/26/38

Universal M-137(39)

M.G.M. 137(39)

Season 1938-39

Collection of

4/c @ 100.00 /3 days

4/c @ 60.00 /3

12 c @ 225.00 /3

6 Box Tickets @ 15.00 /3 days

Season same as last year

Accepted Dave Mell

Accepted

6835

DUAL BILL

Universal

U-13[illegible]

11 & 21 (1937)

THEATRE

TOWN

Classic of 1934 Ed.

Selection #

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

8836

DEAL SHEET

THEATRE TERMS

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Exhibitor)

6837

Universal

Season of 1938-39

Selection of 8

(Distributor)

(Exhibitor)

6838

4632

DEAL SHEET

THEATRE | TERMS

ACCEPTED .....
(Distributor)
ACCEPTED .....
(Schine Circuit, Inc.)

4693

DEAL SHEET

THEATRE TERMS

State of Illinois — 4 @ 180.00

4 @ 50.00

Rochester Palace @ 25.00

Same rent and dep as last year

Same clauses as last year

ACCEPTED: [illegible] Distributor

ACCEPTED: [illegible] (Schine Circuit, Inc.)

6840

4694

DEAL SHEET

THEATRE | TERMS

State of Delaware
(Rep.+)

Federal

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

6841

DEAL SHEET

Universal C — 137(46)

THEATRE	TERMS
	Season 1/19-1/25/46 — 1/27 - 1/31/46
	Sole Run — 2/3/46
Riviera	4 @ 150.00
Liberty	4 @ 125.00
Rochester	4 @ 75.00
	Balance @ 50.00

Same days and runs as last year

Same clearance as last yr.

ACCEPTED: Arthur Mayer
(Distributor)

ACCEPTED: Jean Lyon
(Schine Circuit, Inc.)

5842

4696

8 x 10.

DEAL SHEET

Universal

137(47)

THEATRE	TERMS	
	January 1938 34.	U.S.C.A. 13 7(47)
	Selection of:	9/3/42

Liberty — 4 @ $50.00

— 8 @ .25

— 8 @ 17.50

Rochester — 8 @ 17.50

Report — Same pers[illegible] as last year.

Same clearance as last yr.

ACCEPTED: Arvo Mills
(Distributor)

ACCEPTED: [signature]
(Echino Circuit, Inc.)

6843

9/x/38

DEAL SHEET

Universal

137 (MP)

THEATRE	TERMS
	Season of 1938-39. PI H 137 (MP)
	Selection of

Andrews

4 @ 100 = 2-3 Days
6 @ 60 = 2-3 "
12 @ 30 = 2-3 "

Salesmanship Clearance come in last

NY

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Rehine Circuit, Inc.)

6844

4698

5/26/36

137(149)

DEAL SHEET

Universal

THEATRE | TERMS

11/13/49

Season of 1938-39

Selection of 9

Strand — 4 @ 50% 2 : 0 "
4 @ 30% 2 : 2 "
4 @ 25% 2 : 2 "

Seneca Falls — 8 @ 17½% 2 : 2 "

Clearance same as last year

ACCEPTED: (Distributor)

ACCEPTED: (Schine Circuit, Inc.)

6845

RELEASE

THEATRE | TERMS

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6846

4700

11/10/38.

UNIVERSAL

CORBIN, Ky.

	4	0	$ 60.00	2-3 Days
	4	0	50.00	2-3 "
HIPPODROME	8	0	32.50	2-3 "
and	10	0	17.50	2-3 "
KENTUCKY	6	BAKES 0	15.00	2-3 "
Theatres.	6	MATINEES 0	12.50	2-3 "

Exhibitor has privilege of cancelling any undated 1937-38 product.

Will assume SERIAL deal as set-up by former owner.

CLEARANCE: Same as existed last year.

.....(Distributor)

.....(Theatre Circuit, Inc.)

6847

Universal 1/16/39

THEATRE TOWN

Season 1938-39

11 & 21 13/32 Finish.

Any pictures used 2 ½

run prior to be

4 @ 22½ 2 ½ 10

Bal C. 12½ 2 ½

(Distributor)

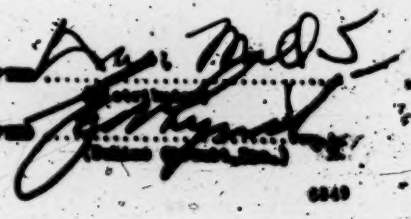
(Exhibitor Circuit, Inc.)

6848

4702

DEAL SHEET

THEATRE	TERMS



Renewal 1/16/39

Season 1938-39

4 - @ 35% Wall Fixtures 2.30

4 " 30% " 2.3.

8 @ 35 " 2.3.

10 @ 25 " 2.3.

Western

Electric

Price List

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Sabine Circuit, Inc.)

6850

4704

[redacted]

THEATRE	TERMS (Season of 1936-37)	
Booking or Booonie Theatre	4 3 @ 75.00	3-5 Days
	4 3 50.00	3-5 "
	8 5 35.70	3-5 "
	10 6 30.0	3-5 "

Exhibitor has privilege of cancelling any contract 1937-38 product.

KEY LICENSED, By:

CLAAAAB 1 "Bond" or contract last year.

[redacted] (District Manager)

[redacted] (Universal Pictures, Inc.)

6851

9/26/31

DEAL SHEET

Universal 9- 137(57)

THEATRE	TERMS	
	Season 1931-32	1/ 22/ 32

Selection by
We 25% — days 4 or less than 125 rent & 30
Ho 25 — 1100 25
Se 25 — 3
Exhibitor may pay on
all U.S. 25% pictures in 5 days
We 25 10 days
Cobo Bolero 20 3 days

Pictures

or

Pictures

Pictures

Cobo

Film rental can be
had by

ACCEPTED [illegible]

ACCEPTED [illegible]

6852

4706

9/6/38

DEAL SHEET

Universal — 137(58)

THEATRE	TERMS
	Season of 1937-38
	Season of 1938-39

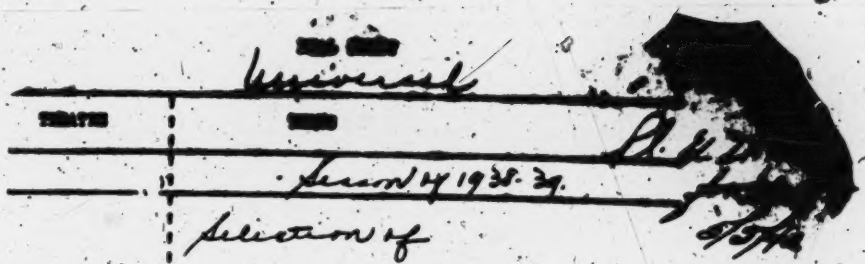
Ben Ali
on
Kentucky
in
Strand
Lexington
Ky

Universal

4/c 25% 7/4 days (Reissue of pictures 3550 in year. On 30% pict. Reissue of pictures 3551/58 pictures)
4/c 30% 5/4 "
8/c 25% 7/4 days
exhibitor has 14 days left to run any or all pictures 25% 7/4 days
any or all pictures 25% 7/4 days
4/c 85 7/4 days
20 c to 5% 7/4
6 Cos Cakes c 40 7/4 days

ACCEPTED: Jas. Mills
(Exhibitor)
ACCEPTED: [illegible]
(Exhibitor Signature, Inc.)

6853



Allocation of

Strand

4 @ 38.00 2-3D

1 @ 25.00 2-3 "

1 @ 12.50 2-3 "

Anyone action film, the Strand's state license may be eliminated.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6854

4708

DEAL SHEET

THEATRE	TERMS
	Season of 1938-39

4 @ 60.00 } 1-2 Days
4 @ 32.50
4 @ 17.50
4 @ 12.00
4 @ 12.50 1-2 Days

ACCEPTED (Distributor)

ACCEPTED (Schine Circuit, Inc.)

6855

4709

DEAL SHEET

THEATRE	TERMS

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6856

4710

DEAL SHEET

Universal M-137(2)

THEATRE	TERMS
	11 & 21 137(2)
	January 1938
	Extension

Buccaneer

N

State

Buccaneer

Echo

4 @ 35 - 2 Days
4 @ 30 - 2
4 @ 25 - 2-3 Days
4 @ 17.50 - 2-3 Days
6 Bob Baker 15 - 2-3 Days

ACCEPTED ..... Paul Mills
Distributor

ACCEPTED .....
(Theatre Operator, Exhibitor)

6857

[redacted]

Season of 1938-39.

Selection of

Cacao

4 @ 35/- 30 yds each the 800 count 2 3/4
4 @ 30/- 2 yds . . . 700 . . 25/-
8 @ 28/- 1/2 "
24 @ 27½ 1/2 "
6 Assorted @ 20 1/2 yds.

State

a

Party

Fashion

Plate

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Schine Circuit, Inc.)

6858

4712

DEAL SHEET

Vermont — 137(64)

THEATRE	TERMS
	11 & 21 137(64)
	Season of 1938-39

Selection of
4 @ 35% 7 days Rent & 30% Gross Less 1000 850
Vernon & 25%
4 @ 30% 7 "
or
Vine 8 @ 50 = 1/3
10 @ 27½ = 1/3
Port Vernon 6 @ 35% 1/3 Gross Less 1000 = 1/3
Ohio

ACCEPTED [illegible]
Manager
ACCEPTED [illegible]
Service Circuit, Inc.

6859

9-24-38

137(47)

TRIAL SHEET

Universal

TREATIES	TERMS
	Session of 1936-39
	Selections of

Farmers

or

Moose.

4 @ 25 [illegible] 2 Pr & 3 of them Lt 10

8 @ 50 = 2.50

7 @ 22.50 = 2.3

7 @ 15 = 2.3

6 Bull Buffalo 12.50 = 2.50

Norwalk

Ohio

6860

4714

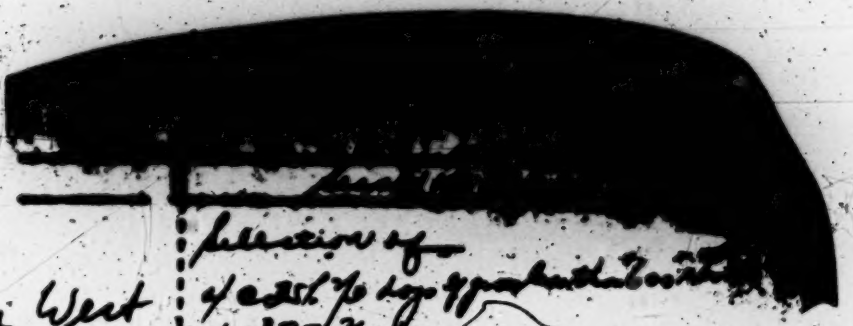
DEAL SHEET

THEATRE	TERMS

ACCEPTED

AGENT

6961



Von West
or
Evans
Von West
Elec

Selection of
4 c 35 ⅔ logs
4 c 35 ⅔ logs
4 c 25 ⅔
5 c 17.5 ⅔ "
6 Bob Evans c 15 ⅔ logs

Some cleanup as last year

ACCEPTED
ACCEPTED

4716

137(LR)

Minimal

THEATRE | TIMES

Season of 19 X 31

5/5/16

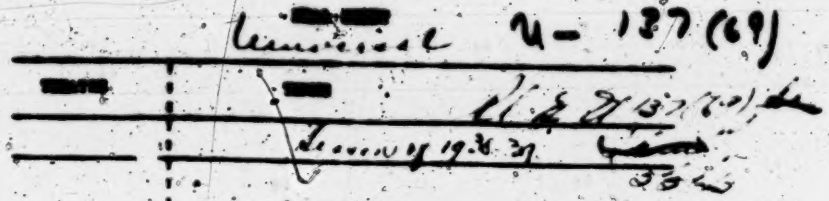
Waste.

or

Wayne

Waste.

Pleas



6864

4718

11/10/38.

[redacted]

137(70)

[redacted]

[redacted], Md.

AVALON

or

MUSIC HALL

4	0	$ 75.00	2-5 Days
4	0	80.00	2-5 "
12	0	85.00(if Music Hall $16.00)	2-5 Days
20	0	15.00	2-5 Days

(26 picture commitment)

Exhibitor has privilege of cancelling any contested 1937-38 product.

CLEARANCE: Same as existed last year.

Yours truly,

[redacted]

ACCEPTED: [redacted]

(Loew's Circuit, Inc.)

6/38

4719

[redacted]

		4	0	$ 40.00 S-5 Days
FEDERAL THEATRE		4	0	25.00 S-5 "
		3	0	25.00 S-5 "
		0	0	15.00 S-5 "

Exhibitor has privilege of cancelling any contested 1937-38 product.

CLEARANCE: Same as existed last year.

[redacted]

[redacted]

4720

11/20/36.

THEATRE	TERMS	No.
	HERLOCK, Md. (Census 1930: 39)	

Herlock Theatre	6	0	$ 25.00	2-3 Days
	12	0	22.50	2-3 "

Exhibitor has privilege of cancelling any undated 1937-38 product.

CLEARANCE: Same as existed last year.

(Distributor)

(Shine Circuit, Inc.)

6867

4721

4/17/39.

DEAL SHEET (UNIVERSAL)

THEATRE	TERMS			
	(Season of 1938-39)			
Waller Theatre	4 Pictures	@	$ 25.00	2-3 Days
	6 "	@	15.00	2-3 "
	6 WESTERNS	@	12.50	2-3 "
LAUREL, Del.	CLEARANCE: Same as former owner's.			
	- 7 days after Seaford, Del.			

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

6868

4722

4/17/39.

137(74)

DEAL SHEET (UNIVERSAL)

THEATRE	TERMS			
	(Season 1938-39)			
New Plaza Theatre	4 Pictures	8	$ 40.00	3-5 Days
	6 "	8	20.00	1-3 "
—	6 VENTLESS	8	12.50	1-3 "
MILFORD, Del.				

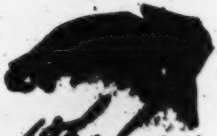
CLEARANCE: Same as former owner's.

- 10 days after 1st run Wilmington, Del.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

6869



Renewal 10/2/68

Season 1938-39 (11 & 7 13 7/30)

Selection 7 3/5/40

Arcade

or

Wicomico

4-@ 35¢ 2-3 Dr } Renewed 30%

4-@ 75¢ 2-3 "

8-@ 30¢ 2-3 "

10-@ 17½ 2-3 "

6 Westerns 17½ 2-3 Dr

Recession Figure 500 on Tree
750 on Bush Bar

"

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Schine Circuit, Inc.)

6870

4724

EXHIBIT U-207

Cleveland, O.

AGREEMENT entered into this 27th day of June, 1939, between UNIVERSAL PICTURES, INC. and SCHINE ENTERPRISES CORP., whereby it is agreed and understood that the following clauses become part and parcel of all deal sheets signed this 27th day of June, 1939, and the approval of these deal sheets will be an automatic approval of this letter.

CLAUSE NO. 1. In all situations where percentage pictures are used with a double bill, Universal agrees to allow us to deduct the cost of the second feature, the cost not to exceed Universal's flat rental.

CLAUSE NO. 2. If any picture played on percentage is played in conjunction with "Bank Night" or similar attractions, we shall have the right to deduct the unit cost of the operation of such attraction from the gross receipts and before accounting to Universal for their percentage.

CLAUSE NO. 3. It is understood and agreed that in towns where we overplay our contracted commitment, the monies obtained by overplaying the commitment is to apply dollar for dollar against towns where the commitment is underplayed.

CLAUSE NO. 4. It is also understood and agreed that on any subject or subjects used for more days than the number specified on the deal sheets or contract, the cost for each additional day will be fifty percent (50%) per diem rate on flat rental pictures only.

CLAUSE NO. 5. It is understood and agreed that on any percentage pictures used on a midnight show, the terms for the midnight show engagement are to be twenty percent (20%). In the flat rental situations, if any Universal pictures are used, and by playing a midnight show, if this increases the number of days beyond the contracted number of days, the rental for the picture for the midnight show is to be $10. This, however, is not to include New Year's Eve.

CLAUSE NO. 6. In situations where serials have been contracted for, the cost of the trailers is to be $2.00.

CLAUSE NO. 7. It is further understood and agreed that on the RICHARD ARLEN and ANDY DEVINE series, wherever these subjects are played, in no event are they to be allocated higher than Universal's lowest flat rental group.

Dave Miller

DAVE MILLER - DISTRICT MGR.
UNIVERSAL PICTURES, INC.

E. V. Lynch

E. V. LYNCH - SCHINE ENTERPRISES CORP.

6871

P.A. 21.207(1)

THEATER: [illegible] THEM: UNIVERSAL

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 26 pictures from regularly released product.

RIALTO - STRAND

1 @ 35% 2/3 Days

3 @ 35% 2/3 " (Reason To 30%)

5 @ 30% 2/3 " (" " 25%)

5 @ 25% 2/3 " (Explicit terms for first [illegible] of Paramount 3 of 20th Fox to Rialto if Rialto & Strand bid & failed if Strand bid All 2/3

[illegible] @ 50.00 2/3 Days IF STRAND
100.00 2/3 " IF RIALTO

ANY OVER COMMITMENT PICTURES CAN PLAY STRAND @ 35.00 2/3 DA

6 WESTERNS 35.00 2/3 DAYS
1 Selection Records 10.00 2-3 "

Section 19 2 miles [illegible] Rialto 12.00 2/3 ACCEPTED [signature] (Distributor)
Strand 7.00 2/3

.39 1 " Rialto 5.00 2/3 ACCEPTED [signature] (Schine Circuit, Inc.)
7.00 2/3

Strand 3.00 11 day
Rialto 4.00 2/3
2/3

6872

4726

207 (2)

DEAL SHEET

THEATRE	TERMS	UNIT
	Season 19[illegible]-[illegible]	[illegible]

Capitol
Allston
11 Y

5 @ 35 % 3 days
5 @ 25 % "
6 @ 20 % "
Selection of 3 and 4 of above at 5 @ % 3 days

ACCEPTED: Jan Mills

ACCEPTED: [signature]

6873

4727

DEAL SHEET

207(3)

THEATRE	TERMS	DATE SENT
	[illegible]	
	[illegible]	

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6874

4728

DEAL SHEET

THEATRE	TEXAS UNIVERSAL
	Re runs 1938-40, 1940-41 and 1941-42.
	Selection of 36 pictures from recent six released contract.
RIALTO OR EMPIRE	2 @ 35% 2/3 DAYS
	3 @ 35% 2/3 " (Reversion to 30%)
GLENDALE	5 @ 30% 2/3 " (" " 25%)
	5 @ 25% 2/3 " (Exhibitor [illegible]
	[illegible]
	15 pictures @ { 1st Rialto 50¢ 2/3 DAYS; 1st Empire 32½¢ 2/3 "
	6 " @ 32½¢ 2/3 DAYS
	Exhibitor [illegible]
	[illegible]
	[illegible] 2/3 DAYS 25.00
	Selection 2 Serial #75¢ 2/3 days

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

6875

[redacted]

THEATRE	TERMS	DISTRIBUTOR
	Between 1-25-42, 1941-42 and 1941-42.	
	Selection of - pictures from currently released product.	
EMPIRE	PICTURES PLAY RIALTO 1ST RUN TO PLAY EMPIRE 2ND RUN ON FOLLOWING TERMS:	
ENS FALLS N. Y.	10 @ 32.50 2/3 DAYS	
2ND RUN	BAL @ 20.00 2/3 "	

ACCEPTED [redacted] (Distributor)

ACCEPTED [redacted] (Schine Circuit, Inc.)

6878

47:30

DEAL SHEET

THEATRE	TERMS	UNIVERSAL
	Re-runs of 1940-41, 1941-42 and 1942-43.	
	Selection of 26 pictures from each six released contract.	
GLOVE ~~Amusement~~ OR HIPPODROME GLOUCESTER N.J.	2 @ 35% 2/3 5 days 3 @ 35% 2/3 " (Percentage to 30%) 5 @ 30% 2/3 " " 25%) 5 @ 25% 2/3 [illegible]	
	Clayton 1 @ 1 [illegible]	
	11 @ 1st 3 days 75.00 " " 2 " 50.00 " " 3 " 50.00 " " 2 " 35.00	
	6 Westerns @ 1/2 days 25.00	
	Selection of 2 serials 75.00 1-2 days selection of 12 subjects 1 day 75.00 [illegible]	
	20 1 - 2 1 2 1/2 1 2 1/2	

any short unplayed at end of season to be cancelled.

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Exhibitor Signature, Title)

6877

47:31

207(D)

SUBJECTS	TERMS	DESCRIPTION

6878

4732

DEAL SHEET

THEATRE | TERMS: UNIVERSAL

5 @ 30 1/3 days

5 @ 20 1/3

10 @ 12½ 1/3

6/27/50

207(9)

SEAL SHEET

TREATED	RECORD DIVERSAL
	Re-runs 1938-39, 1940-41 and 1941-42.
	Selection of 20 pictures from originally released product.
	5 @ 60.00 2½ Days
	5 @ 40.00 ( )
	10 @ 15.00 2½ Days

ACCEPTED ..... Jan Duffy

ACCEPTED .....

6880

4734

BELL SHEET

TERMITES	TERMS	UNIVERSAL
	Series 1939-40, 1941-42 and 1947-48.	
	Projection of a hemisphere from regularly polarized medium.	

ACCEPTED
(Distributor)

ACCEPTED
(Bell Telephone Laboratories, Inc.)

9881

[redacted]

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 20 pictures from regularly released program. 9/9/41

STRAND
HUDSON FALLS
N.Y

5 @ 40% 2/3 DAYS
5 @ 25% 2/3 "
10 @ 15% 2/3 "

6 Westerns 15% 2/3 DAYS

Selection 2 serials 15% 1-2 DA

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6863

4736

[redacted] UNIVERSAL

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 30 pictures from regularly released product.

CAPITOL
ILION.
N.Y.

5 @ 45.00 1/3 Days
5 @ 35.00 1/3 "
5 @ 25.00 1/3 "
5 @ 20.00 1/3 "

(Spot Book Westerns 12 5.00) 1-1-42

Selection Vehicles 5.00 - 1-1-42

ACCEPTED [redacted]
(Distributor)

ACCEPTED [redacted]
(Schine Circuit, Inc.)

[redacted]

4737

DEAL SHEET 6/27/39

THEATRE	TERMS	UNIVERSAL
	Seasons 1939-40, 1940-41 and 1941-42.	
RIALTO OR HIPP. LITTLE FALLS N.Y.	Selection of 4 pictures from regularly released products	
	5 @ 100.00 2/3 Days	
	5 @ 50.00 2/3 "	
	14 @ 25.00 2/3 "	
	6 Westerns 17.50 2/3 Days	
	Selection of serials $5.00 & 3.00	

This deal previous to [illegible] per Little

dated 6/5/41.

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Exhibitor)

6884

4738

THEATRE | TERMS | UNIVERSAL

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 20 pictures from regularly released product.

MALONE
5 @ 75.00 2/3 Days
MALONE
5 @ 50.00 2/3 "
N. Y.
10 @ 25.00 2/3 "

6 Westerns @ 20.00 2/3 Days

1 Selection 7 Serials 60.00 1 1/2 Days

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6885

4739

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 70 pictures from regularly released product.

MASSENA -

MASSENA

N.Y.

5-@ 175.00 - 2-3 Dr

5-@ 50.00 - 2-3 "

5-@ 30.00 2-3 "

5-@ 75.00 2-3

1 Selection 2 reels 15.00 1-2 Dr

Selection 2 reels 6.50 1-2 Dr

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

6886

4740

[redacted]

Pl. & Z. 3-20-60

THEATRE	TERMS	DISTRIBUTOR
	Seasons 1959-60, 1960-61 and 1961-62	
	Selection of 16 pictures from regularly released product.	

5 @ 65. 7½ days
5 @ 50. 7½
6 @ 30. 7½

State
Mechanicville
N.Y.

[redacted]

6887

6/27/39

DEAL SHEET

THEATRE	TERMS	DATE
	Seasons 1938-40, 1940-41 and 1941-42.	

Selection of 30 pictures from regularly released product.

Calumet

5-C WB 1-3 Tr

5 C 20th 2-3

10-C MGM 2-3

Hancock

6-Western WB 1-3 Or

N J

Selection & Series 7th 1st Run

ACCEPTED .....

ASSIGNED .....

6888

4742

6/27/40

207(18)

DEAL SHEET

THEATRE	TERMS	UNIVERSAL
	Seasons 1939-40, 1940-41 and 1941-42.	
STRAND OF PONTIAC O.K. DEVISING N/	Selection of 20 pictures from regularly released product. 5 @ 35%. 2/3 Days 5 @ 100%. 2/3 " (IF PLAYDATE DOES NOT IN WHOLE SUM TERMS REVERT TO 75% 2/3 DAYS) 5 @ 50%. 2/3 Days 5 @ 40%. 2/3 " 6 Westerns 2/V 50% — 1-V 0%	

Any additional pictures released after Jan 1st 1941 — price to be 1-V 50% basis
Selection 2 seasons 7% 2-3 0%

ACCEPTED: [signature]

[signature]

6889

[redacted]

REAL GOOD

U.S.C. 207(12) Exemption

THEATRE	TERMS	UNIVERSAL
	Seasons 1939-40, 1940-41 and 1941-42.	
	Selection of 26 pictures from regularly released product.	
ONEONTA OR PALACE	2 @ 35% 3/3 Days	
	3 @ 35% 2/3 " (Reversion To 30%)	
	5 @ 30% 2/3 " (" " 25%)	
ONEONTA N. Y.	5 @ { If Oneonta 75% 2/3 Days If Palace 50% 2/3 "	
	BAL @ { If Oneonta 60% 2/3 " If Palace 35% 1/3 "	
	6 Westerns @ 20.00 1/2 Days 1 Serial 2 Reels @ 50% 2 : 3 Wks	

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Schine Circuit, Inc.)

6890

4744

[redacted]

TERRITORY	THEATRE	DISTRIBUTOR
		[redacted]

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 20 pictures from regularly released product.

PONTIAC
SARANAC LAKE
N.Y.

5 @ 100.00 ½ DAYS
5 @ 50.00 ⅓ "
10 @ 30.00 ⅓ "

ACCEPTED [redacted]
(Exhibitor)

ACCEPTED [redacted]
(Boston Circuit, Inc.)

6891

8/27/30

4745

DEAL SHEET

207 (21)

THEATRE	TERMS	UNIVERSAL
	Seasons 1938-40, 1940-41 and 1941-42.	
	Selection of 20 pictures from regularly released product.	
STATE	5 @ 60.00	2/3 Days
TUPPER LAKE N.Y.	5 @ 35.00	2/3 "
	10 @ 25.00	2/3 "

Selection rental 5% 1-2 OR

4746

DEAL SHEET

THEATRE	TERMS	UNIVERSAL

Re-runs 1939-40, 1940-41 and 1941-42.

Selection of 26 pictures per formerly released product.

[illegible] 35% 2 3 Days

[illegible] 30% 2 3 " [illegible]

[illegible] 25% 2 3 "

[illegible] 30% 2 3 "

[illegible] 25% 2 3 "

[illegible] 2 3 "

[illegible] 2 3 "

[illegible] 2 3 "

[illegible] 2 3 "

Waterbury 6 Weeks 17½ 7-3 Days

ANY ADD PICTURES USED 1ST RUN AT Palace

Terms 20% 2/3 Days

[illegible]

[illegible]

297 (2nd)

THEATRE ... UNIVERSAL M.G.M. 207 (2nd)

Seasons 1939-40, 1940-41 and 1941-42.

Selection of ... pictures from regularly released product.

Olympic OR Palace Watertown N.Y.

(2ND RUN)

PICTURES PLAYING AVON 1ST RUN TO BE REPEATED AT OLYMPIC AS FOLLOWS

5 @ 65.00 2/3 DAYS
5 @ 40.00 2/3 "
8 @ 30.00 2/3 "

PICTURES PLAYING OLYMPIC 1ST RUN TO BE REPEATED AT PALACE AS FOLLOWS

15.00 2/3 DAYS

ACCEPTED ... (Distributor)

ACCEPTED ... (Schine Circuit, Inc.)

6894

4748

THEATRE	TERMS	REVENUE

Programs 1939-40, 1940-41 and 1941-42

Relation of 16-letters from regularly released product.

Capitol — 5 - 60. 72 days

Whitehall — 5 30. 72 "

NY — 6 20. 72 "

Selection 72 serials & 5 72 days

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6896

THEATRE | TERMS | UNIVERSAL

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 7 pictures from regularly released product.

Palace 2 @ 35% 2/3 days

3 @ 35% 2/3 "

5 @ 35% 2/3 "

5 @ 25% 2/3 "

6

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6806

4750

DEAL SHEET

THEATRE	TERMS
	Re runs 1939-40, 1940-41 and 1941-42.
	Selection of 52 pictures from available rels and product.
	5 @ 50.00 2/3 Engl.
	5 @ 37.50 2/3 "
	BAL. @ 15.00 2/3 "

ACCEPTED ..... Distributing Corporation

ACCEPTED ..... Exhibitor (Schine Chain Theatres, Inc.)

6397

[redacted]

Pl. 4 N. 207(27) Lubbock
Sylo

Sections 1908-09, 1908-11 and 1908-12.

Selection of 20 pictures from regularly released product.

5c 120. 7/3 Logo
Babcock 5c " 60. 7/3 "
10c " 25. 7/3 "
Bath 64 stereo c " 15. 7/3 Logo
NY Selection Required 5c 1 reel

ACCEPTED: [signature] (Exhibitor)

ACCEPTED: [signature] (Behind Closed Doors, Inc.)

4752

5-@ 115 = 3-4 D.L.

5-@ 85 = 3-4 "

Grande 5-@ 50 = 3-4 "

11-@ 35 = 3-4 "

Bflo 30 Days after Bflo

DEAL SHEET

THEATRE TEXAS

5-C 13 3-4 1-2

5 1 1 3 1-1

5 1 7/8 3-4

5 1 5/8 3-4

Buffalo 11 50

30 Days after 1st run.

ACCEPTED ..... (Original)

ACCEPTED ..... (Exhibitor Signature, Title)

6060

4754

Seasons of 1938-40, 1940-41 and 1941-42.

Selection of 40 pictures from regularly released product.

5 @ 100 1/3 days

5 @ 60 1/3

5 @ 50 1/3

5 @ 30 1/3

6 Shorts @ 15 1/3

Playlayer

Commissions

ACCEPTED:
(Distributor)

ACCEPTED:
(Schine Circuit, Inc.)

8901

6/27/40.

DEAL SHEET

THEATRE - UNIVERSAL

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 26 pictures from regularly released product.

5 @ 150. 3/2 nights
5 @ 115. 3/2
5 @ 50. 3/2
11 @ 37½ 3/2
6 Westerns @ 20. 3/2

Liberty Theatre $600 3 days

ACCEPTED: ..... (Distributor)

ASSENTED: ..... (Exhibitor, Inc.)

6902

4756

DEAL SHEET

TERRITORY | FILMS - UNIVERSAL

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 10 pictures from regularly released product.

Palace
or
State
Corning
N.Y.
Indiana

5 @ 40 1/3 days
5 @ 25 1/3 "
If any additional pictures are booked 5 @ 17½ 1/3 days

ACCEPTED .....
(Distributer)

ACCEPTED .....
(Schine Circuit, Inc.)

6909

6/27/30

DEAL SHEET

2-5 (33)

THEATRE	TERMS	UNIVERSAL
	Serrons 1938-40, 1940-41 and 1941-42.	

Selection of 26 pictures from regularly released output.

State or Temple Cortland N.Y

7 @ 35% 2/3 days
3 @ 35% 2/3 " (Increase to 30%)
5 @ 30% 2/3 " (Increase to 25%)
5 @ 25% 2/3 "

(Exhibitor has privilege of playing 3 of 25% Picture flat Rental as follows

5 @ 50.00 2/3 days
6 @ 20.00 2/3 "

6 Westerns 20.00 2/3 days

Selection of 2 Serials 7.50 - 1/2 days
#30 - Single Reels - .05 - 1/3 days
#13 - 2 Reels - .15 -

ACCEPTED ..... Jan Mills

ACCEPTED .....

8004

Weybosset

Season: 1939-40, 1940-41 and 1941-42 (Optional Term)

EAST ROCHESTER (Dallis Theatre)	5	$ 40.00	Stamps (Amount of Film)
	8	25.00	" "
	10	17.50	" "
	25	12.50	" "
	6 WEEKENDS	12.50	" "
or			
	2 Serials	5.50	2 "
	[redacted]	4.00	2 "
FAIRPORT (Temple Theatre)			

CLEARANCE: 30 days after first run Rochester.

* * * * *

REPEAT RUAL

5	$ 25.00	2 Days
8	15.00	2 "
14	12.50	2 "

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Schine Circuit, Inc.)

6808

[redacted]

TERRITORY: [redacted] TERM: [redacted]

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 26 pictures from regularly released product

7 @ 35% 2/3 clear
3 @ 35% 2/3 " (Geneva & 30%)
5 @ 30% 2/3 " (" & 25%)
5 @ 25% 2/3 "

(Exhibitor has privilege of playing
3 @ 25% Pictures Film Rental
as follows If Geneva 75% 2/3 clear
If Regent 50% 2/3 "

11 @ " Geneva 50% 2/3 clear
" Regent 25% 2/3 "

6 Westerns 25% 2/3 "

Population 2 Geneva 7500-2-3 Day
132 miles " Geneva 15%
" Regent 7½%
30 1 " Geneva 7½%
" Regent 2.50

ACCEPTED [redacted]
(Distributor)

ACCEPTED [redacted]
(Schine Circuit, Inc.)

4760

[redacted] [redacted]

UNIVERSAL

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 36 pictures from regularly released product.

Palace - Rialto
Wil.
Nia. Ont
Lockport
N.Y.

20 @ 35% 2/3 days
3 @ 35% 2/3 " (Reserve to 30%)
5 @ 30% 2/3 " (Reserve to 25%)
5 @ 75.00 2/3 " Flat
Bal @ 40.00 2/3 " Flat

6 Westerns @ 25.00 2/3 days

Selection 2 weeks. 75.00 2-3 Days

ACCEPTED [redacted]
(Distributor)

ACCEPTED [redacted]
(Sabina Circuit, Inc.)

6907

[redacted]

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 12 pictures from regularly released product.

Rialto ow
Ni: Qut
Lockport
N.Y

(2ND RUN)

5 @ 40 2⁰⁰ 1/3 Clays
7 @ 25⁰⁰ 2/3 "

ACCEPTED: [signature] Mgr.
Distributor

ACCEPTED: [signature]
(Schine Circuit, Inc.)

6908

4762

DEAL SHEET

THEATRE

TEXAS

Capitol
Newark
NJ

5 @ 110 3 days
5 " 55 3 "
10 " 25 3 "
Selection 2 weeks @ 60% flat

ACCEPTED

ACCEPTED

6900

8/27/30

DEAL SHEET

THEATRE | TERMS | UNIVERSAL

Re-runs 1938-40, 1940-41 and 1941-42.

Selection of 26 pictures from monthly released product

2 @ 35 % 2/3 days

3 @ 35 % 2/3 " (Increase to 30%)

5 @ 35 % 2/3 " (Increase to 35%)

5 @ { 15 Stamps 2/3 Days
" 30 " 2/3 "
" 60 " 2/3 "

4 @ { " " 2/3 "

1 @ { " 2 Days 50 " 2/3 Days

6 Selections 20 " 2/3 days

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Cohine Circuit, Inc.)

6910

6/27/39.

DEAL SHEET

THEATRE	TERMS - UNIVERSAL
	Seasons 1939-40, 1940-41 and 1941-42.

Selection of 20 pictures from regularly released product.

Elmwood
Penn Yan
N.Y.

5 @ 10 c. 1/3 day-
5 " 40. 2/3 "
10 @ 22 50 2/3 "
6 Western @ 15% 2/3

Selection reserved 6 @ 1-20

ACCEPTED ..... (Distributor)

BY ..... (Title)

6911

6/27/42.

207 (4) + 4

RAL SHEET

Ll. & N. 207(4) Jr. Edition 5/5/42

THEATRE | TERMS - REVENUE

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 20 pictures from regularly released product.

Auditorium — 5 @ 55. 7 3. days
5 @ 30 7 3 "
10 @ 17.50 7 3 "

Perry — 6 Weeks @ 12.50 7 3 "

N.Y. — ~~Ltd~~ Selection 7 weeks 50% 1-7 Days

Ann Mills

6912

4766

DEAL SHEET

THEATRE: [illegible] TEXAS - UNIVERSAL

For terms 1939-40, 1940-41 and 1941-42.

Selection of 26 pictures from regularly released product.

Cameo — 5 @ 50. 3/4 day
5 @ 35. 3/4
10 @ 20. 3/4
6 @ 12.50 3/4

Rochester N.Y.

ACCEPTED: [signature]
(Theatre Owner, Manager)

ASSISTED: [signature]
(Universal Exchange Manager)

4767 -

[redacted]

[redacted] - [redacted]

Exercise 1000-A, 1000-B and 1000-C. [redacted]

Selection of 26 pictures from regularly released [redacted]

5 @ .75. 3/4 day
5 @ .50. 3/4 "
16 @ .20 3/4 "

Dixie
or
State
Rochester
N.Y.

ACCEPTED [redacted]
(Distributor)

ACCEPTED [redacted]
(Schine Theatres, Inc.)

8814

4768

THEATER | TITLE - DISTRIBUTOR

Seasons of 1939-40, 1940-41 and 1941-42.

Selection of 20 pictures from regularly released product.

5 @ 75. 3/4 days
5 @ 50 3/4 "
10 @ 20 3/4 "

State
"
Luxer
Technicolor
Release

ACCEPTED _____ (Distributor)

ACCEPTED _____ (Schine Circuit, Inc.)

6/27/40.

DEAL SHEET

THEATRE	TERMS - UNIVERSAL
	Seasons of 1939-40, 1940-41 and 1941-42.

Selection of 40 pictures from regularly released product.

Grand
Rochester N.Y.

5 @ 35.00 2/3 Days
5 @ 22.50 2/3 "
10 @ 15.00 2/3 "
Bal. @ 10.00 2/3 "
6 Westerns 15.00 2/3 "

ACCEPTED: [signature]
(Universal)

ACCEPTED: [signature]
(Goldman Circuit, Inc.)

6916

4770

6/17/39

207(46)

DEAL SHEET

THEATRE	TERMS	UNIVERSAL
	1st runs 1940-40, 1940-41 and 1941-42.	

Salesmen to 30 days after runs from regularly released product.

Lake
Rochester
N Y.

5 @ 30 Pc 2/3 days
5 @ 20 Pc 2/3 days
5 @ 17 Pc 2/3 days
15 @ 12 Pc 2/3 days

6 Western @ 12 Pc 2/3 days

Orig. employed 1938-9 product as of Oct 1st 1939 to be cancelled.

Should playing time be cut down to 2 changes per week the commitment to be reduced to fifteen (15) Pictures

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Exhibitor)

4771

6/27/42.

DEAL SHEET

THEATRE	TERMS - UNIVERSAL
	Seasons 1939-40, 1940-41 and 1941-42.
	Selection of 26 pictures from regularly released product.

5-1 700 - 3/4 02
5 @ 150 - 3/4 "
16 @ 50 - 3/4 "

Rochester

ACCEPTED: ..... (Director)

ACCEPTED: ..... (Theatre Manager/Owner)

6018

4772

[redacted]

RENTAL CONTRACT

Pl 4-21-2076

THEATRE | TEXAS — SUPERIOR

Seasons of 1939-40, 1940-41 and 1941-42.

Selection of 20 pictures from regularly released product.

Liberty 5 @ 50. 3/4 Days

5 @ 30. 3/4

Rochester. 10 @ 17 50 3/4

Repeat

ACCEPTED: (Distributor)

ACCEPTED: (Schine Circuit, Inc.)

5919

[redacted]

Pl. & Agr. 207(49)
Exhibit
5/5/50

THEATRE	TERMS			
	Seasons 1939-40, 1940-41 and 1941-42.			
ROCKFORD (Madison Theatre)	5	0	$ 75.00	3-4 Days
	5	0	50.00	3-4 "
	10	0	35.00	3-4 "
	6	0	17.50	3-4 "
	Selection of 3 [redacted]	0	5.00	1-2 "
	[redacted] Reel	0 (Gas)	10.00	3-4 "

CLEARANCE: To follow Sahine's Riviera, Dixie, State, Liberty. 7 days clearance on all subsequent runs.

ALL CONDITIONS OF MASTER AGREEMENT TO APPLY.

ACCEPTED: John Rowe (Distributor)

ACCEPTED: [signature] (Sahine Enterprises Corp.

6320

4774

12/12/39.

UNIVERSAL

DEAL SHEET

THEATRE	TERMS			
	Seasons: 1939-40, 1940-41 and 1941-42.			
ROCHESTER (Monroe Theatre)	5	@	$100.00	3-4 days
	5	@	75.00	3-4 "
	10	@	35.00	3-4 "
	6	@	17.50	1-2 "
	Selection of: 2 SERIALS	@	5.00	3-4 Days
	NEWS [redacted] 6 (4 dos. Cfs)		$1[illegible].00	3-4 "

CLEARANCE: To follow Schines Riviera, Dixie, State and Liberty. 7 days clearance on all subsequent runs.

ALL CONDITIONS OF MASTER AGREEMENT TO APPLY.

ACCEPTED .....(Distributor)

ACCEPTED .....(Schine Enterprises Corp.)

6921

12/8 / 40.

DEAL SHEET

NATIONAL — Season: 1940-41

THEATRE	TERMS			
	8 Lloyds	0	40.00	2-3 Days
	8	0	40.00	2-3 "
	8	0	27.50	2-3 "
ROCHESTER	12	0	17.50	2-3 "
	12	0	15.00	2-3 "
Webster Theatre	7 Arlen-Bovine	0	15.00	2-3 "

REMARKS: Follows Madison and Monroe Theatres 4 days.

[redacted]

ACCEPTED ..... (Distributor)

ACCEPTED .....

6922

Additional Provisions

Clearance

4777

12/15/39

UNIVERSAL

DEAL SHEET

THEATRE	TERMS			
	Seasons: 1939-40, 1940-41, 1941-42			
	5	●	$40.00	3-4 days
ROCHESTER	5	●	27.50	3-4 "
(WEST END THEATRE)	16	●	15.00	1-2 "
	Selection of: 2 SERIALS	●	5.00	3-4 "
	NEWS (7 day. old)	●	5.00	3-4 "

CLEARANCE: Open booking with Arnett Theatre.

ALL CONDITIONS OF MASTER AGREEMENT TO APPLY.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.

6934

4778

THEATRE	TERMS - RETURNS
	Seasons of 1939-40, 1940-41 and 1941-42.

Selection of 70 pictures from regularly released product.

5 - @ 175.00 2/3 Dur
5 - @ 60.00 2/3 "
10 - @ 30.00 2/3

ACCEPTED .....
(Distributor)
ACCEPTED .....
(Schine Circuit, Inc.)

6/27/41.

207(58)

THEATER — TERMS — REVENUE

Seasons of 1939-40, 1940-41 and 1941-42.

Selection of 70 pictures from regularly released product.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

6826

4780

THEATRE. | TIMES - REVENUE.

Seasons 1939-40, 1940-41 and 1941-42.

Selection of 40 pictures from regularly released product

5/5/43

Palace

5 - @ 100 = 7/2 wk

5 - @ 50 =

10 - @ 30 =

10 - @ 17 =

10 - @ 15 =

Syracuse — Selection 2 seasons 4/4 2-3

N.Y. — 7 Dec. after 4th run

ACCEPTED .....

.....

0007

[redacted]

Sections 1010-02, 1010-03 and 1010-04

Selection of Spinterware from rapid-dry colored products.

Athens
of
Ohio
Athens
Ohio

2 @ 35% 7% days
3 @ 25% 7% " Rent $ 30.
5 @ 30% 7% " " 75.
5 @ 50 7% "
Red @ 25 7% "
6 Western @ 25 7% days
selection of 2 sizes @ 7½ 7% days
" 13 " " @ 7½ 7% "
" 36 " " @ 7½ 7% "
any shade by two-piece, when
7½ item will be charged

ACCEPTED [redacted]
(Contractor)
ACCEPTED [redacted]
(Ohio Circuit, Inc.)

4732

Seasons 1939-40, 1940-41 and 1941-42

Selection of 26 episodes from regularly released content

5 @ 50. 7% days

Hyppodrome 5 @ 25. 7% "

of 5 @ 25. 7% "

Kentucky 11 @ 15 7% "

Cabin 6 Weeks @ 125 7% "

Selection of 2 serials at 5 = 7% days

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

DEAL SHEET

THEATRE	TERMS Collateral

Ale
or
Kentucky
&
Straight
W
State
Lexington Ky

4784

DEAL SHEET

TREATIE	TERMS	

Foreign 1948-49, 1949-50 and 1951-52

Columbia 56-picture deal sought who sale and

ACCEPTED

ACCEPTED

6951

[redacted]

[redacted]

[redacted]	[redacted]			
	Renewal [redacted]			
[redacted]	8 pictures	8	$ 80.00	2-8 Days
	8 "	8	80.00	2-8 "
	8 "	8	80.00	2-8 "
(Space Saver)	Soldiers 16	8	16.00	2-8 "
	[redacted]	8	16.00	2-8 "
	Westerns	8	16.00	2-8 "

REMARKS: Third run. 45 days over fourth run.

ACCEPTED ..... Distributor

ACCEPTED ..... Schine Enterprises Corp.

6952

4736

[redacted]

[redacted] Jan 1941

$ 8.17 50
4.15
14.12 50
Ky Fighting 12 50
Orders-Decrees 12 50
Westerns 12 50
Specials @ 5
all 1/2 days

Aida Meade
Lexington
Ky

ACCEPTED ..... (Matrimony)

ACCEPTED ..... (British Enterprises Corp.)

4787

DEAL SHEET

207(63)

THEATRE	TERMS
	26
	35% 70 days
	35% Final 30% 70 days
	25%
	27½ 70 days
	22½ 70 days
	20 70 days
	10 6⅔ 70 days
	20 8⅓ 70 days

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Boston Circuit, Inc.)

6884

4738

DEAL SHEET 6/17/40

THEATRE	TERMS UNIV. [illegible]
	Cover on 10/5/40, 1940-41 and 1941-42
	Selection only - Universe from twenty-six selected subjects.

5 @ 65 70 days
5 @ 50 70 "
5 @ 35 70 "
11 @ 20 70 "
6 Western @ 25 70 days
Selection 2 reels at 65 = 70 days
Sport Book 2 reels at 40 = 70 days
" " 1 " " 20 = 70 "

ACCEPTED [illegible]
(Distributor)
ACCEPTED [illegible]
(Schine Circuit, Inc.)

6035

207(1)

DEAL SHEET

THEATRE | TERMS | UNIV

5 e 60. 73 days
5 e 37 50 72
5 e 17 50 73
Bd e 12 50 73
6 Writers e 12 50 73
Selection 72 accounts e 5 = 73 days
13 " regions 4 = "
43 " " 2 = "
If any shorts are [illegible]
If reason these [illegible]

Schines Theatres Paris Ky

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Exhibitor)

6806

4780

[redacted]

[redacted] Ill. Theatres
5/5/42

[redacted] | [redacted] | Seasons 1939-40, 1940-41 and 1941-42

Selection of pictures from regularly released product.

Pepsi
or
Meomi
Pepsi
Ohio

2 @ 35% 7/3 days
3 @ 35% 7/3 Reverts to 30%
5 @ 30% 7/3 " " 25%
5 @ 25% 7/3 "
Substitute long-term privilege of playing any or all of the 25% at 30% 7/3 days
Bal @ 35. 7/3 days
6 Weeks 20 7/3 days
Selection 72 circuits @ 7½% 7/3 days
13 2 weeks @ 6 = 7/3 "
20 1 " @ 4 = 7/3 "

ACCEPTED [redacted]
(Distributor)

ACCEPTED [redacted]
(Schine Circuit, Inc.)

8837

4791

[redacted]

Changes 1939-40, 1940-41 and 1941-42

Selection of pictures from regularly released product.

5 @ $100. 7½ days
5 @ $50. 7½ "
5 @ $22.50 7½ "
5 @ $15 7½ "
6 Western @ $[illegible] 7½ days
Selection of 2 serials @ 5 = 7½ days
13 reels @ $22 7½ "
30 " @ 2 = 7½ "

Madison or State Richmond Ky

ACCEPTED .....
(Distributer)

ACCEPTED .....
(Schine Circuit, Inc.)

8838

4732

8/27/40.

DEAL SHEET

2.07(6A)

THEATRE	TEXAS - UNIVERSAL
	Features 1939-40, 1940-41 and 1941-42.
	Selection of 26 features from complete released product.
PALACE	2 @ 3%
	3 @
	5 @ 30%
	5 @ 25.00
	11 @
	6
	1

ACCEPT: [illegible]
(Interstate)

ACCEPTED: [signature]
(Behine Circuit, Inc.)

6838

8/27/38.

DEAL SHEET

207(19)

THEATRE	TERMS - INTERNAL
	...ming 1937-38, 1938-41 and 1941-42.
	Selection of 20 pictures from regularly released product.
1	2 @ 35% 2 DAYS
	3 @ 35% 3 " (Reversion to 30%)
	5 @ 30% 3 " (Reversion to 25%)
	5 @ 50% 3/4 DAYS
	5 @ 35% 3/4 DAYS
	... 6 DAYS 1-2A

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

8840

4794

207(7)

Bowling Green Ohio

	Season 1950-51, 1951-52 and 1952-53	
	Selection of pictures from serially released reels.	
Cla-Zel	2-@ 35% - 2-3 Da	
or	3-@ 35% - 2-3 " (Reissue @ 70%)	
Free	5-@ 65% 2-3 "	
	5-@ 50% 2-3 "	
	4-@ [illegible]	
	1-@ [illegible]	
	1-@ [illegible]	
	1

[redacted]

[redacted] 20(21)

[redacted] 20(21)

[redacted] 5/8/40

Selection of 30 stations from regularly released vendors.

BUCYRUS OR STATE OR SOUTHERN BUCYRUS OIL

2 @ 35% 2 Days
3 @ 35% 2 " (Increase to 30%)
5 @ 30% 2 " (" " 25%)
5 @ 25.0c 2/3 Days
5 @ 17.5c 2/3 "

[redacted] 15.0c 2/3 Days

[redacted] intervals 7.5c 2-3 Da

ACCEPTED [redacted] (Distributor)

ACCEPTED [redacted] (Bohlen Circuits, Inc.)

5048

8/27/40.

BELL SYSTEM

TERRITORY	TERMS - DIVISION
	Revenue 1939-40, 1940-41 and 1941-42.
	Selection of 24 circuits from regularly returned reports.
STRAND	5 @ 35% 2 Days
DELAWARE	5 @ 50¢ 1/3 "
OHIO.	14 @ 25¢ 1/3 "

ACCEPTED .....
(Division Traffic Supt.)

ACCEPTED .....
(Division Commercial Supt.)

	Seasons 1939-40, 1940-41 and 1941-42.
	Selection of 40 skaters from regularly enlarged roster.
VIC OR	2 @ 35% 2 Days
OXY OR STATE	3 @ 35% 2 " (Reduced to 30%)
	5 @ 30% 2 " (" " 25%)
STORIA	5 @ 50.00 1/2 "
	Bal @ 27.50 1/3 "
	6 Wrote 20.00 1/3 Days

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Roller Skating Rink, Inc.)

0944

4738

8/27/40.

DEAL SHEET

THEATRE	TERMS - UNIVERSAL
	Seasons 1939-40, 1940-41 and 1941-42.
	Selection of 40 pictures (regularly released product.
KENT KENT · OHIO OR RAVENNA RAVENNA OHIO	2 @ 35% 2 DAYS 3 @ 35% 2 " (REVERSION TO 30% 5 @ 30% 2 " (" " 25% 5 @ 50 cts 2/3 " 12 @ 32.5 cts 2/3 " BAL @ 22.5 cts 2/3 " 6 Westerns 20 cts 1/3 DAYS

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Exhibitor, Circuit, Inc.)

8845

[redacted]

[redacted] - [redacted]

Seasons 1939-40, 1940-41 and 1941-42.

Selection of [illegible] pictures from regularly released product.

KENT
KENT OHIO
OR
RAVENNA
RAVENNA OHIO
IF
(REPEATS)

5 @ 65.00 1/3 DAYS
BAL @ 22.50 1/3 "

6 WESTERNS 12.50 1/3 DAYS

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Sabine Circuit, Inc.)

6046

4800

8/3/40

DEAL SHEET

THEATRE	TERMS	UNIVERSAL

For one 1939-40, 1940-41 and 1941-42

Selection of 70 pictures from regularly released product.

Princess — 5-@ 60.00 2-3 Days

" — 5-@ 45.00 2-3 "

Modern — 5-@ 30.00 2-3 "

5-@ 17.50 2-3 "

Modern — 6-Westerns 12.50 "

Selection 3 days 40.00 2-3 Days

Other

ACCEPTED: [illegible] Distributor

ACCEPTED: [illegible] (Exhibitor, Inc.)

8947

8/27/42.

DEAL SHEET

THEATRE	TERMS - UNIVERSAL
	Seasons 1939-40, 1940-41 and 1941-42.

Selection of 76 pictures from regularly released product.

2 @ 35% 2 DAYS

3 @ 35% 2 " (REDUCTION TO 30%)

5 @ 30% 2 " (" " 25%)

5 @ 50.00 2/3 "

BAL @ 75.00 2/3 "

6 WESTERNS 20.00 1/3 DAYS

1 SERIAL 7 REELS 75.00 2 3 DAYS

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Exhibitor, Inc.)

8948

4802

[redacted] — [redacted]

Agency 2000-01, 2000-11 and 2000-02.

Selection of 16 pictures from regularly released product.

FORUM

NORWALK

O

2 @ 35% - 2 DAYS

3 @ 35% - " " (REVERSION TO 30%)

5 @ $50 - 1/3 DAYS

5 @ $22.50 - 1/3 "

11 @ $15.00 - 1/3 "

6 WESTERNS - $12.50 - 1/3 DAYS

Selection varies - 1-2 wks

ACCEPTED: [redacted]
(Selectrovision)

ACCEPTED: [redacted]
(Boston Herald, Inc.)

0048

[redacted]

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Seasons of 1939-40, 1940-41 and 1941-42.

Selection of 24 pictures from regularly released [redacted]

TIFFIN RITZ
OR GRAND

2 @ 35% 2/3 Days
3 @ 35% 1/3 " (Reduced to 30%)

TIFFIN
OHIO

5 @ 30% 1/3 " (" " 25%)
5 @ 25% (Exhibitor has guarantee
of playing any 21 all of which
4 - 1/3 Days $50.00 in Ritz
($25.00 in Grand & Tiffin)
BAL @ 25.00 2/3 Days

16 Westerns @ 20.00 1/3 Days.
selection of 2 serials 75 = 2/3 days

ACCEPTED [redacted]

[redacted]

[redacted]
(Exhibitor's Name & Title)

[redacted]

[redacted]

[redacted]	[redacted] - [redacted]
	Seasons 1940-41, 1941-42 and 1942-43,
	Selection of 20 pictures from regularly released product

VAN WERT OH STRAND

2 @ 35% 2/3 Days
3 @ 35% 2/3 " (Reversion to 30%)
5 @ 35.00 2/3 " (15 Sat. playdates)

VAN WERT OHIO

5 @ 25.00 2/3
5 @ 17.50 2/3

1/6 Wilstein 15.00 2/3 Days
1/6 selection 2 serials 5 @ 70 days

[redacted] Ann Mills
[redacted]
ACCEPTED [redacted]
[redacted] Theatres, Inc.)

6/27/40.

WOOSTER — OHIO — UNIVERSAL

Seasons 1939-40, 1940-41 and 1941-42.

WOOSTER OR WAYNE

Selection of 5% pictures from regularly released product.

2 @ 35% 2/3 Days

3 @ 35% 2/3 " (RE-RUNS TO 30%)

WOOSTER

OHIO.

5 @ 30% 2/3 " (" " 25%)

5 @ 25% 2/3 " (EXHIBITOR HAS PRIVILEGE OF PLAYING ANY OR ALL OF 25% PICTURES @ 65% 1/3 DAYS IF SOLD 85%)

4 @ 50% 2/3 Days

Bal @ 30% 2/3 "

6 Westerns @ 30% 1/2 Days

✓ Selection 2 serials @ 75% 10 days.

ACCEPTED ..... (Exhibitor)

ACCEPTED ..... (Universal Pictures Co., Inc.)

4806

6/27/38

2 @ 7(52)

[redacted]

[redacted]	[redacted]	[redacted]
	Seasons of 1938-39, 1940-41 and 1941-42.	
	Selection of 26 pictures from regularly released product.	
Arcade or State Cambridge Mass.	2 @ 35% 7a days 3 @ 25% 7a D. Reissues to 5 @ $100. 7a 10 @ $30. 7a 6 @ $17.50 7a 6 Western @ 17.50 7a days Selection of [redacted] serials @ 6 7a days	

ACCEPTED [redacted]

ACCEPTED [redacted]

6003

6/29/50

2.7(42)

DEAL SHEET

11 & 21 2.7/83 [illegible]

THEATRE	TERMS UNIVERSAL
	Seasons of 1939-40, 1940-41 and 1941-42.
	Selection of 26 pictures from regularly released product.
Chesterton, Ohio Music Hall Easton, Pa.	5 @ 100. 7/8 days 5 @ 62.50 7/8 " 5 @ 35 of Universal 15 7/8 days 11 @ 15. 7/8 days 6 Westerns @ 12.50 7/8 days ~~[illegible]~~ Selection of 2 Serials at 5% 7/8 days

ACCEPTED ..... Distributor

ACCEPTED ..... (Exhibitor Circuit, Inc.)

6964

[redacted]

Seasons 1938-39, 1939-40 and 1940-41.

Selection of 20 pictures from regularly released product.

Federal — 5 @ 25 pts
5 @ 25 pts
5 @ 20 pts
5 @ 15 pts

Federalsburg Md. — 6 Western @ 15 pts
Federation Weekly 5 @ 1 pts

[redacted]

[redacted] December 15, 1939

[redacted]

[redacted]

M.G.M. 2-17(P.S.)

M.G.M. 2-17(P.S.)
Limited
9/5/46

PICTURE	TERMS			
	RELEASES: 1939-40, 1940-41, 1941-42			
	SELECTION OF 12 PICTURES:			
	5	●	$25.00	1-2 Days
	5	●	20.00	1-2 "
[redacted]	5	●	15.00	1-2 "
(Turlock Theatre)	5	●	12.50	1-2 "
	13 Two-Reel	●	3.50	1-2 "
	13 One-Reel	●	2.00	1-2 "

[redacted]: 14 days after Cambridge. 7 days after Federalsburg.

ALL CONDITIONS OF MASTER AGREEMENT TO APPLY.

ACCEPTED [redacted]
(District Manager)

ACCEPTED [redacted]
([redacted] Enterprises Corp.

[redacted]

4810

6/27/39

207(1d)

DEAL SHEET

11 & 11 207(1d)

THEATRE	TERMS	UNIVERSAL
	Serena 1938-40, 1940-41 and 1941-42.	
	Selection of 20 pictures from regularly released product.	
Waller	5 @ 30 7½ days	
Laurel	5 @ 20 7½ "	
Del	10 @ 12½ 7½ "	
	6 Westerns @ 12½ 7½ days	
	4 Selection 7 reels @ 50 7½ days	

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Exhibitor)

6867

4811

6/27/39

DEAL SHEET

2-17(82)

Pl. & Pr. 2-17(82)

THEATRE	TERMS UNIVERSAL	
	Seasons 1938-39, 1939-40 and 1940-41.	6/3/40

Selection of 20 pictures from regularly released product.

6 @ 75 3/3 days
5 @ 25. 3/3 "
10 @ 15. 3/3 "
6 Westerns @ 12½ 3/3 days
1 selection per series @ 5% 3/3 days

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Schine Circuit, Inc.)

6/3/40

6/17/50

DEAL SHEET

TERRITORY	TERMS	UNIVERSAL
	Seasons of 1939-40, 1940-41 and 1941-42.	
	Selection of 4/0 pictures from regularly released product.	
Arcade	2 @ 25%	3/8 days
or	3 @ 35%	3/8 " Recession to 30%
Wisconsin	5 @ 175.	3/8 "
	5 @ 67½	3/8 "
	10 @ 87½	3/8 "
Salisbury	15 @ 22½	3/8 "
Md.	6 Western @ 22½	3/8 days
	7 Arbor-Lewis @ 22½	3/8 "
	Selection 2 arcade & 1 Wisconsin	12½ 7/8 days
		7½ 7/8 "
	2 of any percentage pictures play 4 days may play 4	
	selection 3: 2 theaters of arcade 1c 3/4 days	
	1/3 1 " of Wisconsin 5½ 7/8 "	
	arcade 5½ 3/4 "	
	Wisconsin 2½ 7/8 "	

ACCEPTED .....
(Exhibitor)

ACCEPTED .....
(Robbins Amusement, Inc.)

UNIVERSAL

December 15, 1939

DEAL SHEET

THEATRE	TERMS
	SEASONS: 1939-40, 1940-41, 1941-42
MR. NICHOLS (Nicols Theatre)	SELECTION OF 12 PICTURES:
	5 @ $25.00 1-2 Days
	5 @ 20.00 1-2 "
	5 @ 15.00 1-2 "
	5 @ 12.50 1-2 "
	12 Two-Reels @ 3.50 1-2 Days
	12 One-Reels @ 2.00 1-2 "
	CHARGES: Same as former owners.

ALL CONDITIONS OF MASTER AGREEMENT TO APPLY.

ACCEPTED _____ (Distributor)

ACCEPTED _____ (Nichols Enterprises Corp.)

6890

PLAINTIFF'S EXHIBIT R-1

[redacted]

R1

CLAVERSVILLE, N.Y.
November [redacted], 1936

AGREEMENT entered into this [redacted] day of November 1936 between the Schine Theatrical Co., Inc. and or its subsidiaries and the RKO Distributing Corp. whereby it is agreed that on the deal signed for the 1936-37 pictures the following clauses are to become part and parcel of the deal and the approval of the contracts will be an automatic approval of this letter.

1. It is agreed and understood that where any RKO pictures are played on a double bill or at midnight shows or with stage shows or vaudeville the pictures are to revert to RKO. Any RKO pictures played on double bills or on midnight shows or with stage shows or vaudeville they are to revert to RKO.
In connection with this clause it is understood that this midnight show will start between 11.30 and 12.00 o'clock midnight and is not to be part of the prior performance.

2. It is also understood and agreed that on both the short subjects and features contracts, in terms where we overplay our commitment the monies obtained by playing over the commitment is to be applied dollar for dollar against terms where the commitment is underplayed.

3. It is also understood and agreed that in all terms and situations where the exhibitor has a selective contract that the pictures which he wishes to reject, he will do so not later than 30 days of availability.

4. It is also understood and agreed that the designation of pictures will be given at the time of availability and the distributor has the right to allocate theses said designations.

C. Russell Milligan, Branch Manager
RKO Distributing Corp. Albany Office

Thomas J. Walsh, Branch Manager
RKO Distributing Corp., Buffalo Office

Herbert Greenblatt, Branch Manager
RKO Distributing Corp., Cleveland Office

Stanley Jacques, Branch Manager
RKO Distributing Corp., Cincinnati Off.

George V. Lynch
Schine Theatrical Co., Inc.

6961

4815

R20 W 4 R 2(1) Ltr.
11/2/36 X 11/20/36

RKO

Jefferson - 3 @ 35% - 3 Days
" 3 @ 50% - 2 "
Lola - 14 @ 1% 2 "
" 10 @ 72½ " -
" 8 @ 40% 2 "

Leave 2% On the Rent
Flats Only

ACCEPTED: ..... Distributor
By .....
Educational Co., Inc

4816

M. & R. 2(a) [illegible]
R 2(a)
46/40

11/30/36

R.K.O.

Bulwark 3-@ 135 = 3-VDR
3-@ 75 = 2-3 "
Bath 3 @ 60 = 2-2 "
21-@ 37½ 2-3 "

Serge 2½ Per Rm

1½ R 2 3 R 3(7)

11/30/36

THEATRE	TERMS
	R.K.O

Playhouse 2 @ 150 = 3-4 Wk
7 @ 60 = 2-3 "
Cambridge 21 @ 42½ = 2-3

Score 2½ on Run.

[redacted]

4818

[redacted]

R.K.O.

Strand	3 - @ 90 =	2-3 Dr
	2 - @ 70 =	2-3 "
Earthy	10 - @ 35 =	2-3 "
	10 - @ 27 =	2-3 "
	5 - @ 25 =	2-3 "

Accepted [redacted]
Distributor

Accepted [redacted]
Electrical Co., Inc.

6665

H.H.L. 2(2) R2(T) L

11/24/36

RKO

Fort
w
State
Colony

3 @ 150 = 3 wds
3 @ 125 = 2-3 "
14 @ 50 = 12-3 "
20 @ 42.50 = 2-3 "

Scene 2 wds Par Rem

2nd rem same as last,
yr.

ACCEPTED ... L. J. McIlvaine
Motion Picture
ACCEPTED ...
Western Theatrical Co., Inc
6906

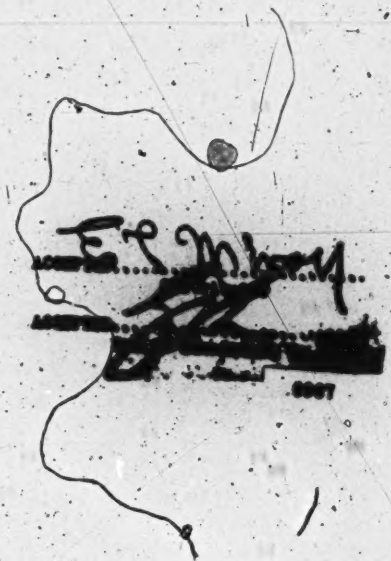
4820

1 " 4 " R2(6)

RKJ

State
or
Temple
Carlton

3 - @ 35% - 3 "
5 - @ 30% - 2 - 3 "
14 - @ 25% - 2 - 3 "
5 @ 47½ 2 3 "
14 @ 42½ 2 3 "



R 2(1)

11/20/36

THEATRE	TERMS
	RKO
Geneva	3 @ 35% - 4 Dr
"	5 @ 30% - 2-3 "
"	14 @ 25% - 2-3 "
Regent	4 @ 37.50 2-3 "
"	14 @ 32.50 2-3 "
Ypsilanti	

ACCEPTED: E. L. McGinnis

ACCEPTED: [illegible]

4822

R2(9) P.A.R.-2 Feb 1946 11/25

RKO

Realto 3-@25%-5-7 Dr
at 5-@30%-2-3 "
14-@35%-2-3 "
Esperl 6-@72½-2-3 "
14-@42½-2-3 "

Glens Falls Score 2½ on Rem feats Daly
2nd run Dupe on last yr

ACCEPTED.....
ACCEPTED.....
Scala Theatrical Co., Inc

6949

RKO

Glove 3 - 35% - 3 - 10%
5 - 30% 2 3
[illegible] 2 3
4 [illegible] 2 3
9 [illegible] 2 3

ACCEPTED: E. L. McElroy
Distributor

ACCEPTED:
Schine Theatrical Co., Inc

6970

4824

R21

11/30/36

THEATRE | TERMS

R.K.O

Schines 3 @ 75% 2-3

2 @ 60% 2-3

Hamilton 5 @ 30% 2-3

20 @ 22½% 2-3

E. E. McIvor

6971

R2(11)

11/20/36

1

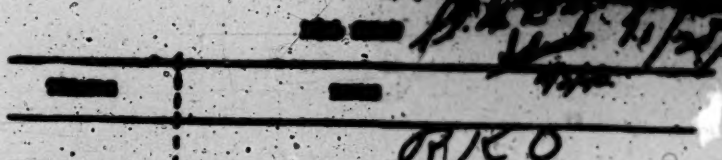
		R.K.O
Factory	3 - @	125.00
	2 - @	90.00
	15 - @	45.00
Harbeson	10 - @	30.00

ACCEPTED: E. H. Allvoy

ACCEPTED: .....

4826

[redacted]



Strand 3 @ 75ⁿᵉ 2-3 Dr

12- 25ⁿᵉ 2-3 "

Hudson 15- 17½ 2-3 "

Falls

Loges 2.50 for Runs

ACCEPTED: [redacted]
Distributor

ACCEPTED: [redacted]
Skouras Theatrical Co., Inc

6973

4827

[redacted]

RKO

Reade	2 - @	135.00	2-3 Dr
	1 - @	125.00	2-3 "
	3 - @	75.00	2-3 Dr
Little	3 @	50.00	
	6 @	45.00	
Trailers	25 - @	40.00	

ACCEPTED: [signature] Distributor

ACCEPTED: [signature] Radio Theatrical Co., Inc

6974

4828

R2(P1) X

REAL SHEET

THEATRE	TERMS
	RKO

Palace 3 @ 35% - 4 Dr

" 5 @ 30% - 2-3 "

" 14 @ 60[cc] 2-2 "

Rialto 18 @ 35[cc] 2-3 "

a [redacted] seat 2[nd] row a feature only

the Act 2[nd] row [redacted]

6 George O'Brien 25[cc]

Lachport

[redacted]

R2(15) Vl 24 L 2(15)
11/2/42.

LEAL SHEET 1 11/20/P6

THEATRE	TERMS
	RKO
Malone	3 - @ 35% 2-3 Days
	5 - @ 30% 2-3 "
	14 - @ 50% 2-3 "
Malone	8 - @ 30% 2-3 "

Seine 2 Days Run Buffalo

4830

R2(16) [redacted] Lulled

[redacted] X 4/3/46 11/20/3

[redacted] [redacted]

RKO

Massena	3- 65	2-3 Dr
	50	2-3 "
	5- 30	2-3 "
Massena	5- 27	2-3 "
	5- 20	2-3 "
R/4	5 17	2-3 "

ACCEPTED [redacted]

ACCEPTED [redacted]

4831

R2(17) [illegible] 11/20/36

SEAL SHEET

THEATRE	TEARS
	RKO

Capitol 3 @ 110 = 3-4 Vr
6 @ 60 = 2-3 "
21 @ 47 = 2-3 "

Newark

ACCEPTED: [illegible]
Distributor

ACCEPTED: [illegible]
Schlaf Electrical Co., Inc

6978

4832

R2(18) Pl. & L-2(18) [illegible]

[illegible] 11/30/34

THEATRE	ZONE
	RKO

R2(19) Kl & L-2(19) file
Schenck
11/26/11 11/30

P.K.O

Orpheum 3 - @ 35% - 3-40
" 5 @ 30% 2-3
Palace 14 @ 25% 2-3
[redacted] 2-3
2+3
Orpheum

Seven 2nd [redacted]
Daly

[redacted]

4834

R2(2) [redacted]
11/30/36

R.K.O.

Strand 3- @ 35 ¢ - 2 " 2 "
5- @ 30 ¢ 2-3 "

Oglesby 14- @ 60 ¢ 2-3 "
8 @ 30 ¢ 2 3 "

Score 2 ½ cents per yet

ACCEPTED [redacted]

ACCEPTED .....
Jensen Electrical Co., Inc.

6951

4835

R2(21) 11 & R2(21)

RKO

Strand 3 @ 35% - 3 Dr

" 5 @ 30% - 2-3 "

" 12 @ 66 2/3 - 2-3 "

Capitol 10 @ 37 1/2 - 2-3 "

" 10 @ 50 - 2-3 "

Oswego Less 2 1/2 for Newsreel

Boxing

ACCEPTED ...

ACCEPTED ...

Schine Theatrical Co., Inc.

6002

4836

R2(2d)

	11/24/36
	R K O

Elm... (

Penn

2 @ 100 ea 2-3 days
6 @ 75 " 2-3 "
7 @ 35 " 2-3 "
12 @ - - " 2-3 "

See 2nd for the rest

4837

1 — Roll

SEAL SHEET 11/30/36

THEATRE TIME

Rec'd

Lehman 2 @ 75 = 2 : 1 m
5 @ 40 = 2 =
Perry 23 @ 22½ 2 3
½ ℓ Perm = 15 = 1 : 0 m
NY Loss 2½ per Perm

E. Duffy Perry

4838

~~Contract~~ R2(+4)

~~SEAL SHEET~~ 11/20

THEATRE	TERMS
Slate	3 @ 75% - 2-3 OK 3 @ 35% " 19 @ 20% "
or	
Virtue	Scale 2½ Per Person

ACCEPTED [illegible]

[illegible]

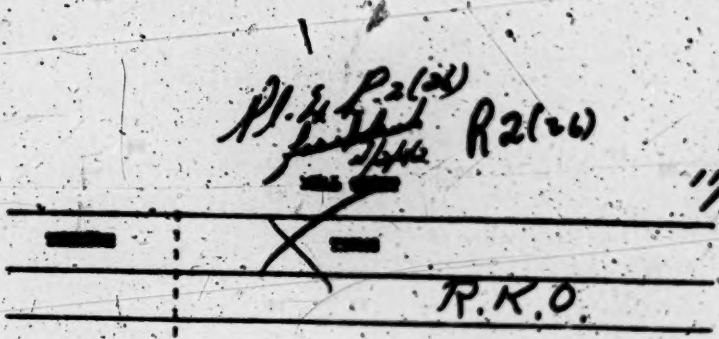
11-2-L-21-30 R2(25)

11/20/36

THEATRE	TIME
	RKO
Rivoli and State Rochester	3-@175 = 3-1 Dr 4-@150 = 3-4 " 8-@140 = 2-3 " 30 @ 120 = 2-3 "

Scale 2" [illegible]

4840



Liberty

3 - 50 mm 2-3 wk
3 - 20 mm 2-3 "
39 - 15 mm 2-3 "

Rochester

N Y.

Score 2 mm per R-m

ACCEPTED.....
Plaintiff
ACCEPTED.....
Defendant Theatrical Co., Inc

[redacted]

P. R. O.

Lake 2- @ 25[cu] 2-3 Ar

Rochester 38- @ 15[cu] 2-3 "

Serve 2[cu] Per Run

ACCEPTED... [redacted]

ACCEPTED... [redacted]

Smith Thornfield Co., Inc.

6068

4842

R2(28)

DEAL SHEET

11/20/36

THEATRE | TERMS

R.K.O.

Grand — 5 — @ 25 — 1-2 (less 1/10) 2-3 Dr
3 — @ 20 — 1-3
37 — @ 15 — 1-3
Rochester — 60 Prints 15 — 1-3

Score 2 50 per Print

ACCEPTED E. L. M. Grant
Manager
ACCEPTED
Buyer for Theatre

R2(29)

SEAL SHEET X 1/20/30

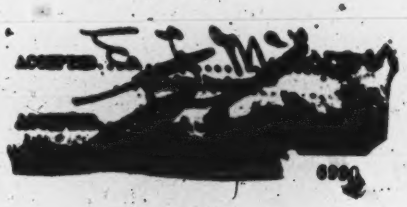
THEATRE	TERMS
	R.K.O

Geneo 2 - @ 80^{00} 2-3

5 - @ 40^{00} 2-3

Rochester 33 @ 25^{00} 2-3

Gene 1 5% 1/2



Pl. 4 L. 2 R2 (3a)

RKO

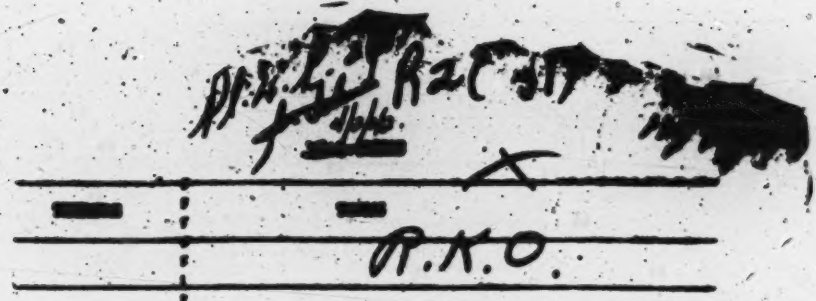
Sundance 2 @ 150 = 3-4 Sh
7 @ 60 = 2-3 "
3 @ 43.50 2-3 "

Salamanca 18 @ 37.50 2-3 "

ACCEPTED.....
District Manager

ACCEPTED.....
Schlesinger Original Co., Inc

6991



Pontoon 3 - @ 35 % - 2-3 Dr

5 - @ 30 % - 2-3 "

Sarasota 14 @ 40 ~ 2-3 "

Lake 8 - @ 35 ~ 2-3 "

Score 2 52 Per

Run on Lake

ACCEPTED.....
Motion Picture

ACCEPTED.....
United Theatrical Co., Inc.

6992

4846

[redacted]

RKO

Strand 2 @ 50 — 2-3 Days

5 @ 32½ — 2-3 "

Seneca 23 @ 22½ — 2-3 "

6 O'Brien 15 — 1-2 "

Falls Seneca 2½ Jen Rivers

ACCEPTED: E. L. Mayer Jr.
Paramount

ACCEPTED: ...
Schine Theatrical Co., Inc

6903

Pl. 4/6 R2(33)
11/26/36

[redacted] [redacted]

RKO

State

3 @ 60 = 2-3 Dr.
2 @ 47.50 2-3 "
5 @ 25 = 2-3 "

Tuppee

20 @ .20 = 2-3 "

Sale

ACCEPTED.....
Distributor

ACCEPTED.....
Schine Theatrical Co., Inc

8904

4848

R2(34)

DEAL SHEET

11/25/36

THEATRE	TERMS
	RKO
Olympic	3 - @ 35% 3 days
"	5 - @ 30% 2-3 "
Avon	14 @ 25% 2-3 "
"	6 @ 72.50 2-3 "
Palace	14 @ 42.50 2-3 "
	Score 2 sets per machine
Waterfront	2 sets per deal time on each

[redacted]

1 TR2(35)

11/9/36

TERMS

RKO

3 @ 3.50 - 3 0c -

5 @ 30 % - 2-3 "

14 @ 25 - 2-3

18 @ 25 - 2-3.

Same 2½ Per Rem Fee Rentals.

ACCEPTED

ACCEPTED

Pl. 4 Ex. 2 [illegible] 4th R 2 (TV)

	RKO
Actress	3 - @ 35% 2-3 Days
a	5 - @ 30% 2-3 "
Other	14 - @ 60^{00} 2-3 "
a	18 @ 30^{00} 2-3 "
Extra	Scale 2^{50} per hour Flats Only

ACCEPTED [illegible]
Distribution

ACCEPTED [illegible]
Schlesinger Theatrical Co., Inc.

8801

4851

R 2(37)

11/20

R.K.O.

Holland 3-@ 35 % - 2-3 Da
3 @ 30 % - 2-3 "
Bellfontaine 24 @ 20 % 2-3 "

Scare 2nd run first
Only

ACCEPTED.....
ACCEPTED.....
Schine Theatrical Co., Inc

6998

4852

R 2(38)

11/19/36

THEATRE | TEXAS

RKO

Buccyrus 3 @ 35 - 2 "
5 - @ 30 - 2 "
15 - @ 25 - 2 "
17 - @ 17½ 2 "

Scene 2 Sr Per 12 Ft.
flat. Rentals

4853

R2(39)

DEAL SHEET

11/4/39

THEATRE | TERMS

RKO

Rivoli

3 @ 35% 3 3/4

5 @ 30% 2-3 4a

Fortuna

14 @ 25% 2-3

28 @ 25% 2-3

1 Score 2nd Queen Flats Only

E. J. McEvoy

7000

4854

M. G. M. 3(44) R 2(40) 11/19/36

R.K.O.

Mormick

3 - @ 35% 3 Days
5 - @ 30% - 2/3
10 - @ 25.00 - 2/3
12 @ 15.00 2/3

Scale 25% Per Run
on Flat Rentals

ACCEPTED.....
Distributor

ACCEPTED.....
Schine Theatrical Co., Inc.

7301

4855

R2(41)

DEAL SHEET 11/30/42.

THEATRE	TERMS
	R.K.O.
Pegion	3 @ 35% - 2/3 Dx
	5 @ 30% 1/2
w	2 @ 25% 1/3
Mecca	5 @ 50% 1/2
	10 @ 37½ 2/3
Pegion	15 @ 25% 1/2

Same 2½ per run Flat Only.

[redacted]

4856

1 1 L-1st R 2 (42)

11/19/36

THEATRE | TERMS R.K.O

3 - @ 35% 13 [illegible]
1 - @ 50 [illegible]
20 " " 17 " [illegible]
10 - @ 20 " [illegible]

16-0 [illegible]

Same 1st Per Run
on last Rentals

Accepted [illegible]

4857

[redacted] R2(43)

11/11/38

THEATRE	TERMS
	RKO

Wantlin 3 @ 35% - 3 days
5 @ 30% - 2-3 "
7 @ 25% - 1-2 "
1 @ 30 - 1-2 "
1 @ 35 - 1-2 "

60 Days - 25% 1-2 days

Score 25% Per Right
flat Basis

E. A. Wray
Distributor

ACCEPTED.....
Sonine Theatrical Co. Inc.

7004

4858

D. H. L. 2(44) / R 2(44)

11/24/44

TERRITORY	TERMS - Revo
Paris, Ky.	5 @ $75.00 - 2 days -- If 3 days - $100.00
	5 @ 40.00 - 2 "
Bourbon	5 @ 20.00 - 1/2 "
	35 @ 12.50 - 1/2 "
	BOOKS: $2.50 per run
	SHORTS: Same price as contracted.

ACCEPTED.....
Distributor

ACCEPTED.....
Rhame Theatrical Co., Inc

7006

Sl. Ex. L. 2 (45) Loew
Loew 42/43 R 2 (45)

11/24/36

THEATRE	TERMS - 1120
RICHMOND, KY.	48 Pictures @ $32.50 average
Madison	5 for 2/3 days
or	5 " 2 "
State	19 " 1/2 "
	19 " 1 day
	SCORE: $2.50 per run
	SHORTS: Same as contracted

ACCEPTED: ..... Exhibitor

ACCEPTED: ..... Loew Theatrical Co., Inc.

7006

4860.

Rz(46) X 11/20/26

DEAL SHEET

THEATRE	TERMS
	RKO
Ritz	3- 35%-3 Days
	5- 30% 2 3.
Or	12- 42½ 2 3
	~~20~~ - 25% 2-3.
Grand	6- O'Brien 17½ 2 3 Days
Tiffin	Score 2½ per Run flat
	Only.

ACCEPTED: [signature]

[illegible]

7007

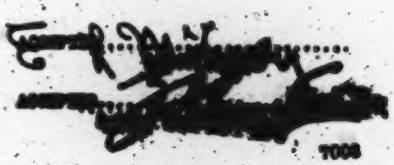
R2147

DEAL SHEET 11/30/36

THEATRE	TERMS
	RKO

Granada 2 - @ 120.00 2-3 days
10 - @ 60.00 2-3 "
33 @ 42.50 2-3 "

Wilfo



4862

R (46)

11/20/3

R.K.O.

Rensselaer 3 - @ 100.00 2-3

3 @ 65.00 2-3

36 @ 45.00 2-3

Bflo.

6 O'Brien 95.00 2-3

Lease 2 yrs. from Rens

ACCEPTED.....

ACCEPTED.....

Keith Theatrical Co., Inc

7009

[redacted]

RKO

Vine

3 @ 35% - 3 Dr
5 @ 30% 2-3 Dr
1 @ 25% 1-2 "
1 @ 32½ 1-2 "

-25% 1-20

Scene 2nd Run
flat rentals

ACCEPTED.....
Distributor

ACCEPTED.....
Schine Theatrical Co. Inc.

7010

R2(51)

DEAL SHEET

THEATRE	TERMS
LEXINGTON, KY.	
Ben Ali	3 @ 35% - 4 days - Ben Ali or Kentucky
or	3 @ 35% - 3/4 " " " " "
Kentucky	14 @ 35% - 3/4 "
or	4 @ $100.00 - 3/4 days
Strand	11 @ 75.00 - 3/4 "
	11 @ 50.00 - 3/4 "
	ROOMS: $2.50 per run - flats only
	SHORTS: Same as contracted.

7011

PLAINTIFF'S EXHIBIT R-20

P.I.A. R-20 4/3/42

RKO DISTRIBUTING CORPORATION R20

RKO BUILDING RADIO CITY

NEW YORK

October 18th, 1938

Mr. Meyer Schine
Schine Enterprises
Gloversville, N.Y.

Dear Meyer:

This will confirm our agreement made today to the effect that in the situations where you buy all flat rental, with the exception of Oswego and Norwich, the fifteen (15) top priced pictures in each situation are to be increased by 20% over the amount paid last year. It is also agreed that the total amount of the increase in each situation may be allocated by the distributor.

In Oswego and Norwich there are to be six (6) percentage pictures @ 30% -- three are to be without any reversion and three may revert to a minimum of 25%. It is understood that none of the Fred Astaire Pictures are to be subject to this reversion.

In the percentage situations, the terms are to be

3 @ 30% with no reversion.
2 @ 30% that may revert to minimum of 20%

in the event that the gross does not reach the figures shown on the deal sheets for each situation.

2 @ 30% that may revert to 25%
10 @ 30%

The balance of the deal is to be the same as the 1934-35 deal.

Score charges: Same as last year.

Very truly yours

E. L. McEVOY
Eastern Sales Manager

7012

Pl. Ex. R-37(1)

PLAINTIFF'S EXHIBIT R-37 (1)

[redacted]

Agreement dated 9/1938

[redacted]

Terms 1938-39, 39-40, 40-41.

Product pelleted-mill to producer.

1/- @ 35% - 3 Dr

5 @ 30 1/2 2-3 "

14 @ 75 70 2-3

4 @ 75 " 2-3

5 @ 70 " 2-3

8 @ 45 " 2-3

6 0' Buena 25 " 2-3

Ghlebo in the pembelgo
plain 7 the W/O operation
25 " plus rental 2-3 Dr

Same master Agreement dated

[redacted]

7013

4867

R.K.O. R37(2) 4/2/42.

DEAL SHEET

Signed at Glenwood Co 9.1.32.

THEATRE TERMS

Seasons 1932 39, 39-40, 40-41.

Rights released and/or produced

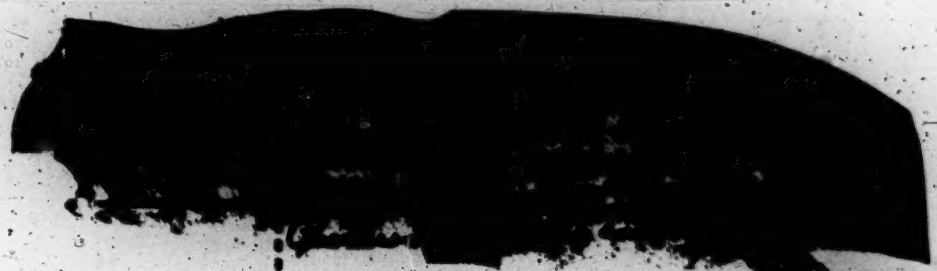
4 15 Dec

3 Dec

Same Master Agreement dated 11th Jan.

7014

4868



Capitals 3 @ 60 lbs 2-3
6 @ 35 lbs 2-2 "
31 @ 15 lbs 1-2 "

Brackets 6 5/8 Beam 12 lbs — 1-2 Do

Steel Master Agreement dated 11/1/26.

[redacted]

[redacted]
(Bridge Engr. Asst.)

7913

RKO R37(1)

Legend & Seminole 8/N/38

TRANSFER	TERMS
	License 1938-39, 39-40, 40-41.
	Robert Edmund W/H Producer.
Realty	4 @ 2 5% = 11 "
	5 @ 30% = 3 "
N	14 @ 25% = 3 "
	6 @ 72 = 3 " Less 2 Years rent
Empire	14 @ 42 = 2-3 "
	Affidavit for the purchase of the 14-9 Foley (7) acre tract of the 14-9
Glens Falls	Foley picture tract 80 = 2 3 Wells

Lease Rental Agreement dated 9/6/38

4870

[redacted]

Expire 3 @ 50 4-3 Dr
3 @ 30 4-3 "
Bal @ 17.50 4-3 "
Glens Falls Pictures playing Rialto
Theatre to be played 2 times
24 Posters at $ each

Same Master Agreement dated 11/29/26

ACCEPTED: C. L. McElway
(Sales Circuit, Inc.)

7017

R.M.O. R37(6)

DEAL SHEET

Agreement Effective 9/15/36.

TREATIES	TERMS
	Seven 1936-39, 39-40, 40-41.
	Rentals, royalties and/or geophysical

Same Master Agreement dated 11/10/36.

L A McEvoy

7018

4872

WKO: R37(8)

DEAL SHEET

Signed at Secretariat 8/15/38

THEATRE	TERMS
	Season 1938-39, 39-40, 40-41
	From release date if not produced.

Same Master Agreement as the [redacted]

Lines 938-39, 34 do, do

Products released and/or produced

[illegible]

2 @ 125 = 250
2 @ 75 = 150
1 @ [illegible] = [illegible]
= [illegible]

[illegible]

ACCEPTED... [illegible]
(Distributor)

ACCEPTED...
(Sohlos Circuit, Inc.)

7020

4874

[redacted]

Remarks

Strand

3 @ 75¢ 2-3 Dec
12 @ 25¢ 2-3 "
15 @ 17½¢ 2-3 "

Hidden

Flat

Lease Dist. Agreement dated 11/20/26.

ACCEPTED: [redacted]
(Distributor)

ACCEPTED: .....
(Sublime Circuit, Inc.)

7021

R.K.O. R37(11)

DEAL MEMO ~~ll.4 R-37(11) ~~

Legal at Glendale 9/1936.

THEATRE	TERMS
	Terms 1938-39, 39-40, 40-41.
	Product released and to be produced.
Capitol	3 @ 100% - 2-3 Dr
	10 @ 60% - 2-3 "
	12 @ 30% - 2-3 "
	5 @ 25% - 1-2 "
Allin	60 Blocks 25% - 1-2 Dr
N.Y.	

Same Master Agreement dated 11/20/36.

ACCEPTED: Radio-Keith-Orpheum Corporation

ACCEPTED: [signature]
(Loew Circuit, Inc.)

7022

4876

RKO R37(12)

REAL ESTATE

August at Seminole 8.9.36

THEATRE TERMS

Season 1938-39 39-40, 40-41.

Product released each or Produced.

Malone

N.Y.

Same Master Agreement dated 11/20/36

ACCEPTED: C. A. McElroy

ACCEPTED: [illegible]

(Exhibitors Circuit, Inc.)

7023

R.K.O. R37(13)

Pl. 24 R-37(13)

REAL SHEET

Legard et Bennett 8 Nov 36.

THEATRE	TERMS
	Seasons 1936-37, 39-40, 40-41.
	Product released and/or produced
Selwyn	3 @ 65% 2-3 Days Second 2 Weeks Run
	7 @ 50% 2-3 "
	10 @ 25% 2-3 "
Massena	10 @ 20% 2-3 "
Massena	
F.Y.	Same terms Agreement dated 11/20/36.

7024

R37(14)

Pl. # R-37(14)

Signed at Hammond 8/1/35. Pl. # 44/4

Season 1938-39. 39-40, 40-41.

Product release and/or produced.

State
Mechanicsville
N.Y.

3 @ 125. 7/3 days
6 @ 50. 7/2 "
31 @ 25 7/3 "
6 O'Brien 17.50 7/2 "

} Score 2.50 per run

Same Master Agreement dated 11/20/36.

P.A.W.C. Proxy

(Signature of Artist)

(Address of Artist, Inc.)

7025

4879

[redacted]

Signed at Glenwood [redacted]

THEATRE | TOWN

Seasons 1938-39, 39-40, 40-41
Product released and/or produced

Colonial | Norwich | N.Y.

4 @ 35% 2/3 days
2 @ 30% 2/3
13 @ 47½ 2/3

Above Master Agreement dated 1/20/36

ACCEPTED: E. C. McEvoy (Distributor)

ACCEPTED: [signature] (Skinas Circuit, Inc.)

7026

4830

O.K.B.

Signed at Berwick 9.7.35.

Seasons 1938-39, 39-40, 40-41.

Product released and/or produced

Entered

Registered

ACCEPTED.....
(Distributor)

ACCEPTED.....
(Schine Circuit, Inc.)

7027

NKC R37(17) pl 4 P 37(17) Fourteen 1

REAL ESTATE

Signed at [illegible] 5/14 38 11/3/46

TERMINE	TERMS
	Licenses (25) at 25 Nc, 45 c at
	Producer license fee & [illegible]
Oneonta	11 @ 35 2 years
or	5 @ 35 1/2 "
Palace	14 @ 25 1/2
	9 @ 45 1/2 2 years
Oneonta	8 @ 32.5 1/2 2.5 " "
N.Y.	exhibitor's [illegible] of plays
	Seven (7) [illegible] Fourteen 25
	pictures @ .075 Oneonta 23
	.45 Palace 23
	Some master agreement dated 1/20/36

4852

R. K. O R37(18)

Pl. 4 L 37(15)

REAL PROPERTY

SIGNED AT · Georgetville 8/15/38 4/2/42

THEATRE	TOWN
Seasons 1938-9, 39-40, 40-41	
PRODUCT RELEASED AND TO BE RELEASED	

4 @ 35 1/2 Hop
5 " 35 1/2 "
14 @ 40 2/3 } A Gore
7 " 35 2/3 } 47½ per week

SAME MATTER ASSESSMENT DATED 11/20/36

[redacted]

7088

R.K.O. R37(19) M. & L-3x(19)

REAL ESTATE

SIGNED AT CLOVERSVILLE 8/15/38

THEATRE	TERMS
	SEASONS 1938-9- 39-40- 40-41
	PRODUCT RELEASED AND/OR PRODUCED

Same
25%
Per
Ellis

SAME MASTER AGREEMENT DATED 11/20/36

[redacted]

7080

R. Ko. R37(20)

Pl. # R-37(20)

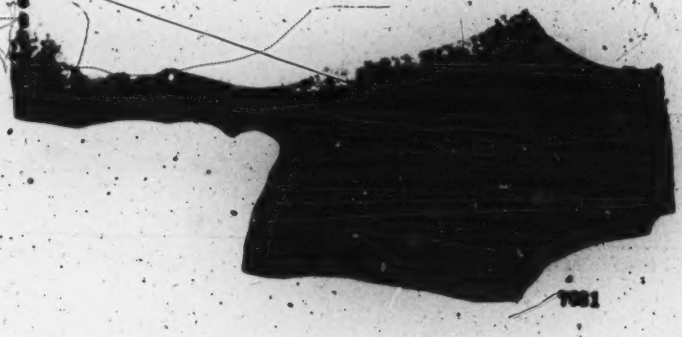
SIGNED AT BLOOMFIELD 8/15/38 #3492.

Season 1938-9 38-39 39-40
Product Received and/or Produced

Avon	4 e	35 f.	3 drops		
or	5 e	30 f.	2/3	"	
Olympia	14 e	25 f.	2/3	"	1
&	6 e	72 ±	2/3	}	Avon
Palace	13 e	42 ±	2/3	}	# 2 ±

Waterford N.J.

exhibits two (2) grades of Olympia seven (7) of (14) fourteen 25# packages of Avon 13 # Olympia 6#



R.K.O R37(21)

RADIO CORP.

Signed at Cleveland 11/15/38

TRADING	TERMS
	Sections XII-9, 39-40-46-47
	Products Released and/or Produced

Standard Master Agreement Dated 11/30/36

ACCEPTED.....
(Distributor)

ACCEPTED.....
(Schine Circuit, Inc.)

7032

4886

RKO

Signed at Glendale 11/15/38

Signed 11-29-38 - 39-40-41
Robert Rossen and/or Producer

Capitol
Columbia
NY

3 @ $85 7½ days
6 @ $35 7½
21 @ $20 7½
6 Chorus @ $15 ½

2 Scene
2 Silhouettes

SAME MASTER AGREEMENT DATED 11/15/38

ACCEPTED: [illegible]
[illegible]

ACCEPTED:
(Echo Circuit, Inc.)

7083

V. R37(23) V1-4 R-37(23)
Amended
11/2/42

Signed at Gloversville 8/15/38

THEATRE TERMS R.K.O.

Season 1938-39-39 V. 40-41

Product released 52 pictures

4-C 35%-3 Days
5-C 30%-2-3 "
14-C 25%-2-3 "
10-C ½ 20%-2-3 } 2nd Run-Same
7-C 40%-2-3

Exhibitor to the privilege of playing Seven (7) of the 14-25% pictures at 10.00 2-3 Da-1 Day 2nd Run same master agreement dated May 1

4838

DEAL SHEET NKO R 37(24) 1/1/39

TERMINE	TERMS	R 37(24)
	Season 1938-39 - 39-40 - 40-41	
	3c 50c ½ days	4/12/42
	7c 25. ½ "	
	4c 22½c ½ "	
	If any additional pictures are	
	issued 4c 17½c ½ days.	
	13 weeks must run from dates	
	with #5 c #5 1½c ½ days	
	60 days over 3rd run	
	Accept 2½c per run	
	Subject to all terms and conditions	
	of master agreement	

ACCEPTED ..... Charles Boasberg

ACCEPTED .....

R37(25)

Signed at Glenwood 8/15/38

THEATRE RKO

Seasons 1938-39. 39-40. 40-41

Product released c/s/a/produced.

Babcock 3 C 135 Sc - 3-4 Wks. Seven
3 C 7 Sc - 2-3 " 2 Sc Pic.
3 C 60 Sc - 2-3 " Seven
2 C 37 Sc 2-3 "

Bath Se... Master Agreement dated 4/24/41

ACCEPTED: Distributors, Inc.
ACCT. No.
(Time Circuits, Inc.)

7036

4830

[redacted]

Willis & Emmick Co.

Season 1938-39-39-40-40-41.

Product released on/or ordered

Playhouse

2 - @ 150 ea 3-4 wks Season

7 - @ 60 ea 2-3 " "

21 - @ 42 ea 2-3 " "

Copenhagen

N.J.

Sc. Master Agreement dated 7/1/38

ACCEPTED: (Distributor)

ACCEPTED: (Schlee Circuit, Inc.)

7037

[redacted]

Legend at Bennett's 8/N 38 4/4E

Issues 1938-39-39-40-40-41

Product released on the purchase

3 - @ 150.00 3 - 1 Dr
3 - @ 75.00 2 - 3 "
14 - @ 50.00 2 - 3 "
[illegible] @ 1/2 2 - 3 "

[illegible]

ACCEPTED... [signature]
(Distributor)

ACCEPTED.....
(Jochims Circuit, Inc.)

7088

R K O

D & P 37/38 R37(38)

Signed at Glendale 7/15/38

Leases 1936-37-39-40-41-42

State
at
Palace
Corning
N.Y.
2nd run

3 @ 25¢ 2 3 Dr
2 @ 22½¢
1 @ 17¢
3 @ 16¢
6 @ 15¢
Any addition of pictures
used prior to 12¢
Score 2½¢ per reel on all

R37(39) N.C. 37(39) D. N. C.

Issued at Statesville 9/15/39

TREATIES	TERMS
	Season 1938-39 - 39-40
	Trading to be carried on [illegible]
	at C. [illegible]
	5 @ 30% 2-3"
	14 @ 25% 2-3"
	5 @ 47½ 2-3"
	1 @ 12½ 2-3"
	[illegible]
	[illegible]
	[illegible]
	[illegible]
	[illegible]

[illegible]

7040

[redacted]

Geneva

a

Regent

N.Y.

Product released

4 - @ 35% - 2-3 Dr

5 - @ 30% - 2-3 "

14 - @ 25% 2-3 "

4 - @ 37½ 2-3 "

13 @ 32½ 2-3 "

Exhibitor - has the privilege

1 Play ... Lease (71 7 the

Fourteen (25% ...

2-3 Dr ...

...

1/30

Exhibitor ...

ACCEPTED ...
(Schine Circuit, Inc.)

7941

[redacted]

Visitor at Elmwille [illegible]

Season 1938-39-39-40-40-41

Palace Product released on [illegible]

" 4- @ 35%-3 Days

Rialto 5- @ 30%-2-3 " [illegible]

13 @ 60 "-2-3 " [illegible]

18 @ 5- " Bkers 2nd

[illegible]

" 1- [illegible]

[illegible]

ACCEPTed.....
(Distributor)

ACCEPTed.....
(Pubino Circuit, Inc.)

7042

4836

[redacted]

Product released under this order

Pirelli

3 @ 30" 2-3 Def Score

2 @ 28" 2-3 " 2nd

4 @ 20" 2-3 " Run

6 @ 17" 2-3 " from

Orig additional pictures

Hubert

used to 2c 15" 2-3 Ra

Plus 2nd score

Jackpot

11 c/

Quincy

[redacted]

7043

R37(37) All-Q.P.37/40 P K O.

Legend at Glenmoore 9/15/38.

Lease 1937 ++ 39-40-41-42

Produce / Receive and/or Ordering

Capitol 3" @ 110 3-4 " Sec
6" @ 60 2-3 " 2nd
4½" 2-3 " Per
Newark 21 C Sum

N.J. Same Master Agreement / Signed
11/22/37

R 37(34) W & R 37(39) R.K.O.

REAL ESTATE

THEATRE TERMS

[illegible]

[illegible]

3 - C - 62½ 2 3 Days Same
1 - C - 40 " 2 2 " as
1 - T - 35 " 2 3 " Pre-
1 - T - 25 " 2 3 " vious

N. J. Same terms agreement Dated

[illegible]

R37(35)

DEAL SHEET

THEATRE	TERMS

ACCEPTED.....
(Distributor)

ACCEPTED.....
(Skouras Circuit, Inc.)

7046

4900

R37(36) R.K.O.

ll & L37(6) ~~Universal~~

Signed at Schenectady 8/16/38

TRADE TERMS

Seasons 1938-39-39-40-40-41

Product released as/as produced

Cameo 2-@ 80^{00} 2-3 Days Same
5-@ 40^{00} 2-3 " 2½%
39 @ 25^{00} 2-3 " Per Film

Rochester N.Y. Same master agreement dated 11/20/36

E. S. Wilroy
Secretary
(Radio Corp., Inc.)

7047

R37(37)

DEAL SHEET

THEATRE | TEAMS

ACCEPTED... (Interstate)

ACCEPTED... (Schine Circuit, Inc.)

7048

R 37(38) Pl. 4 [illegible] R K O

Signed at Gloversville 7/11/38

Season 1938-39-39-40-40-41

Product released on a/c of pool

Lake — 2 @ 25% = 3 Dr
8 @ 17½ = 2 "
4 @ 15% = 2 "

Rochester — Score 2½ per reel
Same master agreement dated
11/30/36

L. R. McEvoy
Secretary

R 37 (79) [redacted] P & O

S/15/6.

[redacted]

Years 1935-39 - 39-40 - 40-41

Final release and/or discharge

3 @ 50/- 2-3 Dr

2 @ 20/- 2-3 "

39 @ 15/- 2-3 "

Less 2½ per cent

Less 1½ Stg Agreement

Total £/s/d 1/1/36

[redacted]

4904

[redacted]

Issue 1938-29-39-40-40-41

Product released on/or Pending

State

3 @ 75m 2-3 Dr (Semi
3 @ 35m 2-3 " 2m
1 @ 20m 2-3 " Pa
" " 1 Dai

Rochester 11/5/36

E. J. McElroy
(Industrialist)

ACCEPTED.....
(Empire Circuit, Inc.)

7053

[redacted]

Season 1938-39-39-40-40

Product released

Andrews 2 @ 150 = 3.40 Sun
7 @ 5 = 2.35 "
4/5 50 2.35 "

LaGuardia

N.Y.

E. L. McEvoy
(Distributor)

ACCEPTED
(Schine Circuit, Inc.)

R37(43)

R K O

Signed at Roanoke

Season 1938-39 - 39-40 - 40-41

Product release

Palace 44 @ 35%

25 @ 30%

14 @ 25%

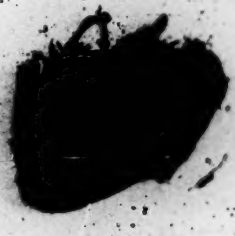
16 @ 25%

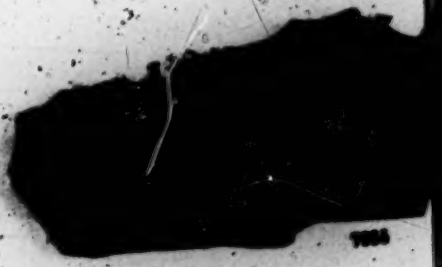
Lyric

Ashland

Same

11/20/36





[redacted]

Sunday Journals 9.1936

Issues 1938-39, 39-40, etc 41

Product released and/or produced

2 @ 2 3/4 2 3 "

5 @ 3 1/2 2 3 "

3 @ 4 3 "

2 3 "

Same, 2 Va. Pa.

ACCEPTED: [redacted]
(Publisher)

ACCEPTED: .....
(Indiana Circuit, Inc.)

7-36

R 37(46) RKO [redacted]

Report at Bernardsville 9/1938

Terms 1938-39, 39-40, 40-41.

Product released sold or produced.

Holland 4 @ 35% 2 3 4a

3 @ 30% 2 3 "

13 @ 20 " 2 3 "

ACCEPTED: E. L. McEvoy
(Distributor)

ACCEPTED:.....
(Sabine Circuit, Inc.)

7081

X Pl. & R. 37 ~~Exhibit~~
4/2/46 R 37 (47) Q.K. O.1

SEAL SHEET

Signed at Cleveland 8/15/38.

TREATIES	TERMS	ID
	Seasons 38-39, 39-40, 40-41	
	Products pleased and/or produced.	
Cuyuga	14 @ 35¢	2 days
&	5 @ 30¢	2 "
Southern	15 @ 25	2 "
or	16 @ 17½	2 "
State	Some master agreement for 7/8/8	
Cayuga		
Ohio		

[signature]
[signature]
(Engineer Attached, Retd.)

7068

4912

RKO

Deal Sheet

R37(48) r Agreement Eleventh 8/17/38.

TREATIES	TERMS
U.S. & P. 37(48) Finland 11/3/48	Seasons 1938-39, 39-40, 40-41. Product published and/or produced
Strand	4 - @ 35% - 2-3 Dr 5 - @ 30% - 2-2 " 7 - @ 35% " 6 @ 25% " 8 @ 20% "
Delaware Plus	

Same Master Agreement dated 11/2/38

ACCEPTED: R. H. McElwain
(Paramount)

ACCEPTED: [signature]
(Selznick Circuit, Inc.)

7080

R37(49) RKO

REAL PARTIES

Signed at Gilmore's 8.5.36.

THEATRE	TERMS
	Season 1936-39, 39-40, 40-41.
	Product policies and/or practices.
State	4 @ 35% 2/3 days
or	5 @ 30% " "
Circle	14 @ 25% " "
or	22 @ 25 " " 3 sets 25¢ per set
Roxy	exhibits for privilege of playing
Astoria	seven (7) of the fourteen (14) 25%
	pictures @ 35% 2/3 days
Ohio	same master agreement dated 11/20/36

ACCEPTED: E. L. McEvoy (Distributor)

ACCEPTED: (Exhibitor Circuit, Inc.)

7060

4914

R37(50) P.K.O.

Pl. 4 R.37(50)

REAL SHEET

~~Pl. 4~~ Lyons at Bonneville 9/15/36.

THEATRE TITLE

Season 1938-39. 39-40, 40-41.

Limited release and to be produced.

Kent
or
Rovenna

Skin

4 @ 25% 2/3 days
5 @ 20% 2/3 "
5 @ 25% 2/3 "
7 @ "40. 2/3 "
9 @ "35. 2/3 "
10 @ "25. 2/3 "
6 Bonus 27.50 2/3 day

} Accor
"2.50
per w

Sam Meister Agreement dated 11/20/36

ACCEPTED...
(Distributor)

ACCEPTED...
(Empire Circuits Inc.)

7061

R.K.O. R37(51) ~~R37(51)~~ R.K.O.

~~4/14~~ 4/14

REAL ESTATE

Legard at Bemerside 9/1938.

THEATRE | TERMS

Leases 1938-39, 39-40, 40-41.

Rental reserved and/or Produced.

Kent
or
Roxburgh
respectively

4c 25% 7/3 days
3c 75 7/3 "
7c 35 7/3 "
7c 30 7/3 "
3c 20 7/3 "

} score 4/2 per week

Privilege of playing additional pictures [illegible] 20 7/3 days

Gf.

Same Master Agreement dated [illegible]

[redacted]

7063

DEAL SHEET

THEATRE	TERMS

Princess — 4 @ 35% 3/3 days
Indiana — 2 @ 30% 3/3
Ohio — 7 @ 30 3/3 } Score
14 @ 22½ 3/3 } $2½ per m
13 @ 17½ 3/3

[redacted] P.M.O.

Fl. [redacted] August 21 Sunday 9/1924

4/Inf.

Remarks 25-26 27 do, do-28

Rained [illegible] and [illegible] Continued.

Vernon
or
Verne
and Vernon
[illegible]

4 @ 25¢ 3/0 days
5 @ 30¢ 7/0
14 @ 25¢ 1/2 days
7 @ 35¢ 1/2
6 Others @ 35 1/2 days
[illegible] [illegible]
[illegible] [illegible]
25¢ [illegible] @ 35¢ 3/0 days

[redacted] T.M.O. [illegible] T.M.O. 9/2/24.

[redacted]
[redacted]
(Motion Picture, Inc.)

4918

[redacted]

Forum
or
More
Norwalk
Ohio

4 @ 30¢ 70 cap
5 @ 20¢ 1/2 "
20 @ 25 1/2 " Jacks
11 @ 15 1/2 " Jacks

[redacted]

ACCEPTED (Distributor)

ACCEPTED (Schlee Circuit, Inc.)

7900

4919

[illegible] 9.731.

[illegible]

[illegible]

[illegible]

[illegible]

39 @ 75
5 @ 35
32 @ 47.5¢

} 2/3 days

Above 2.5¢ per sack

[illegible] Master Agreement dated [illegible]

4320

XXO

R37(56) Agents of Bloomsville 7.73c

TIME IN	TIME OUT	TRADE
1	2 (31	Release 1931 32 33 34

Ritz
or
Tiffin
or
Grand

4 @ 35¢ 3/3 days
5 @ 30¢ 3/0
12 @ 27½¢ 3/0
19 @ 25¢ 3/0
6 Others @ 17½¢ 3/3 days

Tiffin this

Agents Commission 30%

Signature

4921

R37(37) x RKO

H.4 37(6) Yr. 1938-39, 39-40, 40-41.

Van West — Released and/or produced.
4 @ 35% 3/3 day
7 @ 50. 3/3 } Same
19 @ 27½ 3/3 } 2½ per run
any additional to be 20 - 2 days

Van West Others — 6 Others - 20 2 days } Cancelled on Last Date
Same 27½ per run

Sold Distributor - date 11/30/38

ACCEPTED.....
(Distributor)

ACCEPTED.....
(Schine Circuit, Inc.)

7068

4922

[redacted]

Pl. & Patent — Issued 1931-39, 39-49 40-44.

Date of Offer	Patent pleaded and/or granted.		
Wooster or Wayne	4 @ 35¢	3/4	Dup
	5 @ 30¢	3/4	
	7 @ 25¢	1/2	
	7 @ 50.	1/2	
	7 @ 35.	1/2	
Wooster Ohio	6 Others 25.	1/2	"

Same Patents Agreement dated 1/20/36.

ACCEPTED: E. P. McElroy (Division)

ACCEPTED: (Behlen Circuit, Inc.)

7000

R37(59)

Report of Committee - 1937.

Season 1938-39, 39-40, 40-41.

Rules governing entries produced.

4. @ 35% 4 DR

5. @ 20% 3.4.

3 @ 10% 2.4.

11. @ 100 = 2.4. } Scale
16. @ 75 = 2.4. } 2nd pass
11. @ 50 = 2.4. } Secret.

Kentucky

Ky.

Show Master Agreement dated
11/20/36.

[redacted]

4924

P137(60) NKO.

DEAL SHEET

THEATRE | TRADE

3a 100.2-3 days
3a 75. 2-3 "
10a 60. 2-3 "
Salmon equally divided
#25 and #60 show 2½ per cent

ACCEPTED...

ACCEPTED...
(Fabian Bourne, Inc.)

7071

R 37(61) — RKO 6/9/41

R-37 (11)

TERMS Season 1940-41

Opera House
or
State

3rd run

Exception
Ky

Selection 7
4 @ 50 2/3 days
5 @ 35 2/3
you'll find Dot to be applied
against 50 commitment

ACCEPTED Charles Rosberg
(Distributor)

ACCEPTED
(Selznick Enterprises Corp.)

7072

4926

[redacted]

Annual 1938-39. 39-40. 40-41.

Product released and in production.

Bourbon
5 @ 75 2 days - 75 days 100
5 @ 40 2 "
5 @ 20 1/2 "

Paris Ky
15 @ 12½ 1/2 "

Score 2½ per run

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Seeburg Circuit, Inc.)

7073

4927

R.K.O.

R.37(63)x

R.37(103)

V.4 R.

4/3/40

Prgm.

or

Income

this

MAIL ORDER

Agreement as of Sept. 9 1936

THEATRE TERMS

Term 1 1938-39, 39-40, 40-41

Rate is 40% flat and not graduated

4 @ 35% 7/8 days

5 @ 30% 7/8 "

5 @ 50 " 7/8 " } Extra

10 @ 37 50 7/8 " } 2½ years

10 @ 25 7/8 "

ACCEPTED 1941
(Distributor)

ACCEPTED 1941
(Schine Circuit, Inc.)

7076

4928

R.K.O.

RKO (64) x

THEATRE: E. Rutherford

FILM RENTAL AGREEMENT dated at Elmwood 9/17/38.

TERMS: Renewal 1938-39, 39-40 40-41

4/1/42

Re... at pictures at and/or per week.

Madison or State Rochester Ky.

2 @ $125 3/3 days
3 @ $75 3/3 "
5 @ $37½ 2 "
10 @ $25 2 "
10 @ $15 2 "

Flour ½¢ per rm

ACCEPTED: (Distributor)

ACCEPTED: (Schine Circuit, Inc.)

7075

R.K.O. R37(65)

REAL ESTATE

Signed at Seminole 8/1938

THEATRE TERMS

Season 1938-39, 39-40, 40-41.

Robert Seidel and/or Assigned.

[illegal] 12½ [illegal] 25 [illegal]
[illegal] 2 [illegal] 5 [illegal]
[illegal] 2½ [illegal] 3 [illegal]
[illegal] 2½ [illegal] 3 [illegal]
[illegal] 2½ [illegal] 3 [illegal]
[illegal] 2½ [illegal] 3 [illegal]
15 [illegal] [illegal] 25 [illegal]

Same Rental Agreement as before

[illegal]

1078

4930

X

11/22/38.

R37(66)

DEAL SHEET

THEATRE	TERMS			
	Season 1938-39, and 1939-40.			
	2	0	$ 60.00	3-6 Days
	4	0	50.00	3-6 "
EAST WORTHER	5	0	30.00	3-6 "
(Right Theatre)	8	0	25.00	3-6 "
"	10	0	17.50	3-6 "
"	20	0	15.00	3-6 "
PAYUCHE	Balance	0	12.50	3-6 "
(Tarzia Theatre)	[redacted] 28 days after first run Rochester			
	[redacted]			
	[redacted]			
	Selection of 52 pictures			
	2	0	$ 22.00	3-6 Days
	6	0	22.00	3-6 "
	6	0	17.50	3-6 "
	Balance	0	12.50	3-6 "
	[redacted]			
	[redacted]			

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Booking Circuit, Inc.)

7077

4931

NKO 4/21/41

R37(67) Season 1941

Ada Meade
or
State
Lexington Ky
4th Sun

4 @ 2c
5 @ 15
7 @ 12½c
1 @ 1c

ACCEPTED Charles Bonberg
(Signature)

ACCEPTED
(Agent Authorized Corp.)

TOTE

4932

R37(68) 10/24/38

[illegible]	R K O

[illegible] 1938-39-40 [illegible]

4 @ 35½ 2-3 "

4 @ 175 2-3 "

22 @ 55 2-3 "

16 @ 40 2-3 "

[illegible]

[illegible]

[illegible]

4933

[redacted]
R 3.7(69) 11-15

RKO 3/3/69

THEATRE | FILMS

Lessen 1934-39-39-40-40-41

Schines
Theatres
Pikeville
Ky.

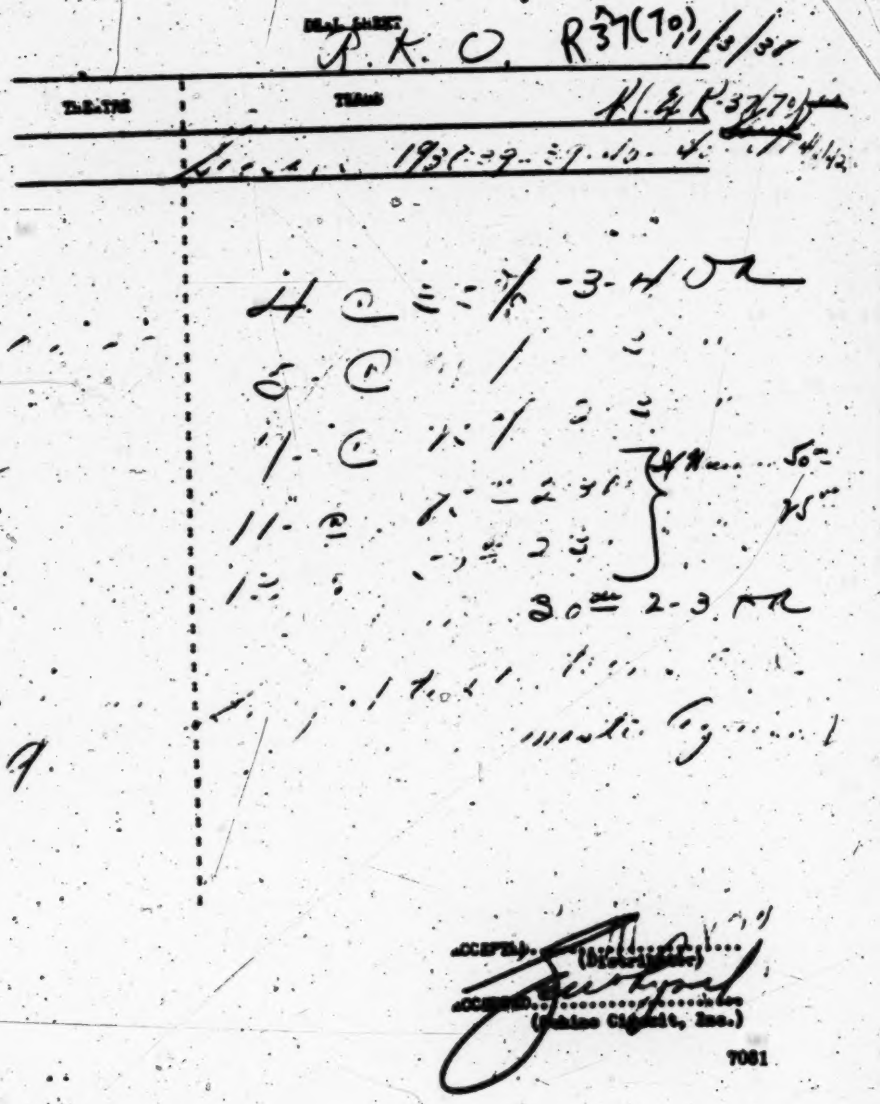
4 - @ 35' 2 Days
8 - @ 30' 2 "
5 - @ 20' 2 "
5 - @ 17½' 2 "
4 - @ 15' 2 "
4 - @ 12½' 2 "
6 O'Brien 17@ 2 Days
Lessen 2' per week

ACCEPTED ..... Distributor

ACCEPTED ..... (Schine Circuit, Inc.)

7080

4934



7081

4935

DEAL SHEET

R37(71) X

10/9/40

THEATRE	TERMS
	RKO - Season 1940-41
	6 @ 15% 1 day / 4 R37(X)
Herbert	24 @ 10% 1 " ~~week~~
) Hold	The above prices will prevail also for pictures of 1939-40 season played from this date forward.
	This deal sheet supersedes previous deal sheets

ACCEPTED RJ Jacquard

ACCEPTED

7082

R.K.O.

Signed or Expressed 8M38

Season 1938-39 39-40 to 41.

Product released and/or produced.

Arcade or State Consolidated

4 @ 35% 3/3 days

6 @ 3/3

7 @

11 @ 3/3

Send Master Agreement dated 11/30/38

R.T.O

Bill Sent

Rec'd R.J.T.

Agreed as Proposed 9-17-38

TRADE	TERMS
	Season 1938-39. 39-40. 40-41.
	Refused released and/or purchased.
Phonevue	4 @ 35% 1/3 day
	8 @ 1/3 2/3 "
	4 @ 1/3 1/3 "
	10 @ 2/3 1/3 "

ACCEPTED.....
(Distributor)

ACCEPTED.....
(Schine Circuit, Inc.)

7004

4938

[redacted] R.O. & Bros.

Season 1938-39-39-40-40-41

Carlots
or
Mixed Kar
Potatoes
mid

4 @ 35 ft 2 in
8 @ 40 " 2 "
10 @ 75 " 2 " } of Mixed
10 @ 15 " 2 } Kar 12 "
6 O/Mixed 15 " 1-2 in

[redacted]
(Robbins Citrus Inc.)

7095

DEAL SHEET

R K O

R 3 (75)

11/3/38

TIME

TRANS

M 4 R 37 (75) 3/4/40

Sec. 19-1-37-39-40-41

For 4 - 5 c/s 1 Dr

1 - 10 " 2 "

10 - 17 " "

For 1 - 6 - 1 " 2 "

6 - 12 Prizes 12 " 1-2 Dr

Mid

[signature]

[signature]

7095

Exhibit No.

R37 (7A)

DEAL SHEET

THEATRE	TERMS — (RKO)			
	Seasons of 1939-40 and 1940-41.			
Rita,	4	0	$ 40.00	1-2 Days
	5	0	30.00	1-2 "
	9	0	22.50	1-2 "
	12	0	15.00	1-2 "
	8 O'BRIENS	0	12.50	1-2 "

Selection of 20 pictures released and/or produced by RKO.

GRANVILLE
T. T.

SHORTS

15 MARC: OF TIME	0	$ 8.00	0 Days
15 T.-Reelers	0	4.00	2 "
15 One-Reelers	0	2.00	2 "

~~(Clearance)~~ 30 days ahead of Salem.

The clearance in Granville over Salem has been eliminated from the RKO contract.

FILED .....
(Distributor)

FILED .....
(Schine Circuit, Inc.)

7087

DEAL SHEET

R 37(76 B)

THEATRE — TEXAS - (RKO)

Region nº 1854-A6.

4	@	$ 45.00	1-2 Days	
5	@	30.00	1-2	"
6	@	20.00	1-2	"
5	@	15.00	1-2	"
8	@	11.00	1-2	"

Rita,

GRANVILLE, N.Y.

Policies of the Company relating to the sale and/or purchase by RKO.

POINTS

15	[illegible]	@	$ 8.00	2 Days
15	Two-Reelers	@	6.00	2 "
15	One Reelers	@	5.00	2 "
10	Mimeos	@	4.00	2 "
50	RKOs	@	4.00	1 Day

CLEARANCE: 30 days ahead of Salem.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Exhibitor)

7088

4942

R.K.O. [redacted]

[redacted] Signal at Shamokin 9/1938

[redacted] Issues 1938-39, 39-40, 40-41.

Robert released and/or produced

Stand

3 @ 90 = 2-3 [illegible] 5

10 @ = 2 =

10 @ = 2 =

ACCEPTED.....(Distributor)

ACCEPTED.....
(Schine Circuit, Inc.)

7089

[redacted]

[redacted] R37 (7[redacted]

[redacted] 2nd copy

U.S. v R37 (7[redacted]

THEATER	ITEMS			
	Programs 2000-A and 2000-B.			
[redacted]	2	@	$ 2[redacted]	2nd Copy
	2	@	2[redacted]	2nd "
(Palace Theatre)	6	@	7[redacted]	2nd "
	6	@	4[redacted]	2nd "
	20	@	2[redacted]	2nd "
	Balance	@	2[redacted]	2nd "
	[redacted]	@	2[redacted]	2nd "

REMARKS: After Motion, Attorney, Photo, Radio and Exhibit. 7 Copy check of other photographs made. 4 Copy check of the Palace Theatre.

ACCEPTED: Charles Isenberg
(Plaintiff)

ACCEPTED: [redacted]
(Defense Counsel, Inc.)

7000

11/28/39.

RKO

DEAL SHEET

X R-37(79)

L.A. X R-37(79)

THEATRE	TERMS			
	Successor 1939-40 and 1940-41			
	3	6	$ 125.00	3-6 Days
	3	6	125.00	3-6 "
	6	6	75.00	3-6 "
[illegible] (Uptown Theatre)	6	6	45.00	3-6 "
	10	6	35.00	3-6 "
	Balance	6	25.00	3-6 "
	MINIMUM OF TERMS	6	10.00	3-6 "

CLEARANCE: After Riviera, Liberty, State, Dixie and Capitol. 7 days ahead of other subsequent runs. 7 days ahead of Webster Theatre.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

7091

11/20/42.

R K O. X R 37 (80)

DEAL SHEET

1 / 4 R 37 (80) Junkkat
3/4/42

THEATRE	TERMS			
	Seasons 1939-40 and 1940-41.			
	Selection of 52 pictures			
	2	0	$ 50.00	2-0 Days
	6	0	35.00	2-0 "
(West End Theatre)	6	0	20.00	2-0 "
	10	0	15.00	2-0 "
	Balance	0	10.00	2-0 "
	MAKE UP TERM	0	5.00	2-0 "

REMARKS: Open booking with Amalgamated Theatres.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

7082

4946

DEAL SHEET

P-37(M)

THEATRE	Season 1940-1941 TERMS
[redacted] Webster Theatre	Selection of 50 pictures:
	2 @ 60.00 26 Days
	6 @ 35.00 3-5 "
	6 @ 25.00 3-5 "
	6 @ 20.00 3-5 "
	5 @ 15.00 3-5 "
	5 @ 12.50 3-5 "

CLEARANCES: Same as last year.

P. H. Ellis

.....

(Loew's Enterprises Corp.)

7083

4947

R. K. O.
DEAL SHEET

4/1/41

R37(E1)

Season: 1940-41

THEATRE		TERMS	
	3	100.00	2-3 Days
	4	60.00	2-3 "
SYRACUSE	6	40.00	2-3 "
Palace Theatre	10	25.00	2-3 "
	½ Balance	20.00	2-3 "
	½ Balance	17.50	2-3 "

CLEARANCE: Ahead of East Syracuse. 7 days after Camco Theatre.

ACCEPTED .....
(Theatre Owner)

ACCEPTED .....
(Schine Enterprises Corp.)

7094

4948

10/9/40 P.37 (P2)

RKO Season 1940-41

Hutt — We 15 2 days
60 12th 2 "
Bdc 10th 2

Salisbury selection of 20 pictures
may add from Ft Wayne 9, 13th 2 days
may add book pictures from
1939/40 season if necessary

ACCEPTED
ACCEPTED
(Spring Art Studio Corp.)

7088

[fol. 7096] EXHIBIT R-42

Schine Theatrical Co., Inc.

General Offices Gloversville, N. Y.

Gloversville, N. Y.,
October 29th, 1934.

Agreement entered into this 29th day of October 1934 and is in addition to any other agreements entered into with Mr. McEvoy between the Schine Theatrical Co., Inc. and or its subsidiaries and the RKO Distributing Corp. whereby it is agreed that on the deal signed for the 1934-35 pictures the following clauses are to become part and parsel of the deal and the approval of the contracts will be an automatic approval of this letter.

1. It is agreed and understood that where any 25% pictures are played as a double bill or with stage shows or vaudeville the pictures are to revert to 15%.

2. It is also understood and agreed that on both the short subject and feature contracts, in towns where we overplay our commitment the monies obtained by playing over the commitment is to be applied dollar for dollar against towns where the commitment is underplayed.

3. It is understood and agreed that if any of the 30% or 35% pictures are played on a midnight show the terms for the midnight show engagement is to be 20%. If any of the 25% pictures are played on a midnight show the terms for the midnight show is to be 15%. In connection with these two clauses it is understood that this midnight show will start between 11:30 and 12:00 Saturday night and is not to be part of the prior performance.

4. It is also understood and agreed that in all towns and situations where the exhibitor has a selective contract that the pictures which he wishes to reject, he will do so not later than 21 days of availability.

5. It is also understood and agreed that the designation of pictures will be given at the time of availability, and the distributor has the right to allocate these said designations.

6. It is also understood and agreed that there will be no score charge on the pictures played on percentage. On the

pictures played at flat rental basis $2.50 is to be deducted from the flat buys in each situation and is to be set up as the score for the run.

[fol. 7097] C. R. Halligan, Branch Manager, RKO, Albany, RKO Distributing Corp. Harry T. Dixon, Branch Manager, RKO, Buffalo, RKO Distributing Corp. George V. Lynch, Schine Theatrical Co., Inc.

[fol. 7098] EXHIBIT R-43

RKO Distributing Corporation

505 Pearl Street, Buffalo, N. Y.

November 1st, 1934.

Mr. George V. Lynch, Schine Theatrical Co., Inc., Gloversville, N. Y.

DEAR GEORGE:

I am enclosing herewith the Master Agreement referred to in your letter of October 31st, to which I have affixed my signature.

I am also inclosing herewith two additional copies of this agreement, to which I would appreciate your affixing your signature and returning to this office immediately.

Kindest regards.

Very truly yours, RKO Distributing Corporation,
Harry T. Dixon, Branch Manager.

H.T.Dixon/LPR.
Inc.

[fol. 7099] EXHIBIT F-1

Twentieth Century-Fox Film Corporation
Head Office 444 West 56th Street, New York

Joseph M. Schenck
Chairman of the Board

Sidney R. Kent
President

Branches In All Principal Cities of the World

Telephone Columbus 5-3320. Cable Address, Foxfilm New York

February 24, 1937.

Mr. George Lynch, Schine Enterprises Corporation, Gloversville, N. Y.

DEAR GEORGE:

It has just been called to my attention that a typographical error was made on our three year franchise.

The date on the letter should be August 5, 1936, instead of August 5, 1937. Will you please be good enough to change your copies. I have written to all concerned asking them to do likewise.

Thanks and with kindest regards,

Sincerely yours, Bill, William Sussman.

Feb. 25, 1937.

[fol. 7100] August 5, 1936.

Schine Enterprises Corp. and its Subsidiaries and it's Affiliated Companies, Gloversville, N. Y.

DEAR SIRS:

We have this day executed and delivered license agreements covering the exhibition of pictures released and produced by us for the seasons of 1936-37 and which also apply to the 1937-38 and 1938-39 seasons, in the theatres owned and/or operated by you in the following towns:

Town	State	Theatres
Athens	Ohio	Athens, Ohio or Court
Piqua	Ohio	Piqua or Miami
Lexington	Kentucky	Kentucky, Ben Ali, Strand, State
Paris	Kentucky	Bourbon
Richmond	Kentucky	Madison, State
Ashland	Ohio	Opera House or Palace
Bucyrus	Ohio	Bucyrus or State

Town	State	Theatres
Mt. Vernon	Ohio	Vine or Lyric
Tiffin	Ohio	Rits or Grand
Van Wert	Ohio	Van Wert or Strand
Wooster	Ohio	Wooster or Opera House
Norwalk	Ohio	Forum
Delaware	Ohio	Strand
Bellefontaine	Ohio	Holland
Auburn	New York	Strand, Jefferson, Palace
Buffalo	New York	Riverside
Buffalo	New York	Granada
Canandaigua	New York	Playhouse
Corning	New York	Fox, State
Corning	New York	State
Cortland	New York	State, Temple
Geneva	New York	Regent, Geneva
Lockport	New York	Rialto, Hi-Art, Palace
Lockport	New York	Hi-Art or Rialto
Newark	New York	Capitol
Oswego	New York	Capitol, Strand
Oswego	New York	Capitol
Rochester	New York	State, Dixie
Rochester	New York	State, Dixie
Rochester	New York	Riviera, Liberty
[fol. 7101]		
Rochester	New York	Liberty, Riviera
Rochester	New York	Lake
Rochester	New York	Grand
Rochester	New York	Cameo
Salamanca	New York	Andrews
Seneca Falls	New York	Strand
Amsterdam	New York	Rialto, Regent, Strand
Amsterdam	New York	Strand, Regent or Rialto
Glens Falls	New York	Rialto, Empire
Glens Falls	New York	Empire
Gloversville	New York	Glove, Hippodrome
Gloversville	New York	Hippodrome
Hamilton	New York	State
Herkimer	New York	Liberty
Hudson Falls	New York	New Strand
Little Falls	New York	Rialto, Hippodrome
Malone	New York	Malone
Massena	New York	Massena
Norwich	New York	Colonia
Ogdensburg	New York	Strand
Oneonta	New York	Oneonta, Palace
Oneonta	New York	Palace
Tupper Lake	New York	State
Watertown	New York	Avon, Olympic
Watertown	New York	Olympic, Palace

Under all said license agreements you have the right to select the number of pictures which you are obliged to exhibit there-under out of the pictures released and produced by us in all the mentioned situations for the seasons of 1936-37, 1937-38 and 1938-39.

You have no obligation to exhibit any foreign made pictures, but you have the right to select them in your feature contracts if you so desire. Said right, however, does not

apply to the picture As You Like It starring Elizabeth Bergner.

The following provisions shall apply to all of said license agreements:

1. If any percentage pictures be played on a midnight show, the terms for said midnight show shall be 20% of the gross receipts.

2. It is understood and agreed that you are to get one-half of the Twentieth Centy-Fox product in Glens Falls. The split to be equal in quality and quantity.

3. If any picture played on percentage is played as part of a double bill, you shall have the right to deduct the price of the second feature from the gross receipts before accounting to us for our percentage. Deduction for the second feature shall not exceed the price of the Twentieth Century-Fox Film Corp. flat rental price.

4. If any of the said pictures are played as part of a double bill, the score charge shall be reduced 50%.

[fol. 7102] 5. It is also understood and agreed that the clearance as set up on the contracts of the 1936-37 product are to also apply to the seasons of 1937-38 and 1938-39.

6. Score charges shall only be paid by the Exhibitor if it is generally the custom to make such payments, but if the Twentieth Century-Fox Film Corp. agrees to eliminate score charges to exhibitors generally, then, the Schine Companies to be entitled to the same consideration and the score charges are to be cancelled.

Very truly yours, Twentieth Century-Fox Film Corporation, by W. Sussman, Eastern Division Sales Manager.

Schine Enterprises Corporation, by Geo. V. Lynch.

PLAINTIFF'S EXHIBIT P-102

DEAL SHEET

THEATRE | TERMS

Hamilton

2 - @ 7 - - -
1 - - - -
1 - - - @ - -
22 @ 22

Fine

Finefax

Accepted: ..... Distributor

Accepted: ..... Loew's Theatres Co., Inc.

7102

4956

DEAL SHEET

THEATRE TERMS

ACCEPTED.....
Exhibitor

ACCEPTED.....
Schine Theatrical Co. Inc.

7104

4957

3

DEAL SHEET 6-7-36

THEATRE TERMS

Fox

Liberty 2-@ 35% - 2-3 DR
6-@ 30% - 2-3 "

Herkimer 20 @ 35% 2-3 "
18-@ 25% 2-3 "

M. & F. Film Exchange
Utica

F 104

ACCEPTED:
Rialto Theatre Co. Inc.

7106

4958

DEAL SHEET 6/17/3

THEATRE	TERMS
	Gen

Schine

2 - @ 75[00] 2-3 "

6 - @ 50[00] 2-3 "

Hudson 16 @ 25[00] 2-3 "

22 @ 15[00] 2-3 "

Falls

Flos Pl & Flos 11.14

ACCEPTED.....
Spring Theatrical Co. Inc.

7106

4959

DEAL SHEET 6/17/26

THEATRE	TERMS
	Fox

Palto. 2 @ 35% - 2-3 d
6 @ 30% - 2-3 "

Little 20 @ 35% 2-2 "
Falls 18 @ 30% 2-2 "

F106

ACCEPTED
Fox Theatres Corp.

7107

4960

DEAL SHEET 6/17/36

THEATRE TERMS

First

Selwin 4 @ 35% - 2-3 D.

6 @ 30% - 2-3

Malone 20 @ 35 net 2-3

16 @ 30 net

F107
Pl. 4 Fri 7/1
Lewis 11/16

4961

DEAL SHEET

THEATRE | TERMS

4-@ 35% - 2-3 Dr

8-@ 30% - 2-3 "

4-@ 100 - 2-3 "

6-@ 75 - 2-3 "

Bal @ 50 - 2-3

Westerns 27 1/3 %

F108

4962

DEAL SHEET 6/17/46

THEATRE | TERMS

Hipp
Clarksville
&
Palace
Owensboro
Repeat
2 Days

Selection 7 —
10 Pictures
$50.00 2-3 Days

F 109
Pl. 4 F 109 for
Clarksville
4/1/46

ACCEPTED: [signature]
Booking Manager

ACCEPTED: [signature]
Booking Theatrical Co. Inc.

7110

REAL SHEET

9

10/27/37

THEATRE | TERMS

NH-Lasky Feature Service 1937-08-30 29

Selznick
Features
Feature
Other

2- Century 35% - 2-3 Days
4 @ 35% - 2-3 "
6- @ 30% - 2-3 "
12- @ 25% - 2-3 "
Bal @ 25= - 2-3 "
4 Outdoors 25= - 2-3 "
45= - 2-3 "
2 Terrace
Short Reels same as prior
Deal
All Conditions of Sales
Franchise to apply

[redacted]
[redacted]

F110
St. 4 Fr. 6
[redacted]

7111

X

10/28/30. D 10

DEAL SHEET
(Continued)

THEATRE	TERMS			
	Season 1929-30, 1930-31 and 1931-32.			
[illegible]	5	0	35%	0-0 Days
[illegible]	5	0	35%	0-0 "
[illegible]	10	0	35.00	0-0 "
[illegible]	[illegible]	0	35.00	0-0 "
[illegible]				
[illegible]				
[illegible]			

4965

10/20/26

Imperial Century-Sol

Waterton

Palace Theatre

Pictures that play the Olympic 2nd run are to play the Palace 3rd run are follows:

6 @ 35% 2.30.10

Bal. @ 20% 2.3.

Less 25% per d.j. 5% prevailed.

Double features - 50% put on prices.

Clearance: 3 days on 4th run.

F112
Pl 24 F-N-F
Theatres
11/1/26

Signature

7113

4966

DEAL SHEET 8/11/3

THEATRE	TERMS
	20th Century Fox 1937-38 - 1938 S
Auditorium	4 - @ 35% 2-3 52
	12 - @ 75% 2-3 "
	10 - @ 35% 2-3 "
Derry	Bal - @ 75% 2-3 "
	All Terms + Conditions
N Y	Franchise to Apply to
	This deal.

F 113 F 113 5/14/38

ACCEPTED: [illegible] Exhibitor

ACCEPTED: [illegible] Loew's Theatrical Co., Inc.

7114

4967

DEAL SHEET

8/11/37 -

THEATRE	TERMS
	20th Century Fox - 1937-38-1938-39
Elmwood	4 @ 35% - 2-3 DA
	6 @ 30% - 2-3 "
	10 @ 50% 2-3 "
Pen Yan	Bal @ 35% 2-3 "
N.Y.	All Terms & conditions of Franchise to apply to this deal

F114

ACCEPTED: ..... Proprietor

ACCEPTED: ..... Malco Theatres Co., Inc.

7115

DEAL SHEET

4/27/38

THEATRE | TERMS

Seasons of 1937-38 & 1938-39
20th Century Fox.

Capitol

2 Centaurs 17½ = 2-3 Da
4-@ 17½ = 2-3 Da
8-@ 100 = 2-3 "

Allison

12-@ 37½ = 1-2 "
22 @ 20 = 1-2 "
Outdoors + Western only 2 pairs.
Commitment.
Meese — 6 = 2-3 Da

P.C. 4 F115 5/6 E5 4/1/41

26-2 reelers 2-3 Da 5½
56-1 " 2-3 3½
~~20-2~~
~~or-1~~ Same same as sch... by
clause in master agree... to apply.

Accepted ...
Distributor

Accepted ...
Schine Theatrical Co., Inc

7116

F115

[7116a]

EXHIBIT F-193

Schine Circuit, Inc.

General Offices Gloversville, N. Y.

Gloversville, N. Y.,
June 8, 1939.

Schine Enterprise Corp. and its subsidiaries and its Affiliated Companies, Gloversville, N. Y.

DEAR SIRS:

We have this day executed and delivered license agreements covering the exhibition of pictures released and produced by us for the seasons of 1939-40 and which also apply to the 1940-41 and 1941-42 seasons, in the theatres owned or operated by you in the following towns:

Town	State	Theaters
Athens	Ohio	Ohio, Court, Athena
Lexington	Kentucky	Ben Ali, Strand, State
Lexington	Kentucky	Strand, State, Ben Ali (2nd run)
Paris	Kentucky	Bourbon
Piqua	Ohio	Piqua, Miami
Richmond	Kentucky	Madison, State
Harlan	Kentucky	Margie, Grand
Corbin	Kentucky	Hippodrome or Kentucky
Middlesboro	Kentucky	Manring, Brownie
Maysville	Kentucky	Russell, Hollywood, Washington
Ashland	Ohio	Opera House, Palace
Bellefontaine	Ohio	Holland
Bucyrus	Ohio	Bucyrus, State, Southern
Delaware	Ohio	Strand, Star
Fostoria	Ohio	State, Civic, Roxy
Kent or Ravenna	Ohio	Kent or Ravenna
Kent or Ravenna	Ohio	Kent or Ravenna (2nd run)
Mt. Vernon	Ohio	Vine, Lyric
Norwalk	Ohio	Forum, Moose
Shelby	Ohio	Castamba
Tiffin	Ohio	Rits, Grand
Van Wert	Ohio	Van Wert, Strand
Wooster	Ohio	Wooster, Opera House
Auburn	New York	Strand, Jefferson, Palace, Auburn (1st run)
Bath	New York	Babcock (1st run)
Buffalo	New York	Granada (sub. run)
Buffalo	New York	Riverside (sub. run)
Canandaigua	New York	Playhouse

[fol. 7116b-7116d]

Corning	New York	Fox, State, Palace
Corning	New York	State, Palace (2nd run)
Cortland	New York	State, Temple
Geneva	New York	Regent, Geneva
Lockport	New York	Rialto, Palace
Lockport	New York	Rialto, Hi-Art (2nd run)

Town	State	Theatres
Newark	New York	Capitol
Oswego	New York	Capitol, Strand
Oswego	New York	Capitol (2nd run)
Penn Yan	New York	Elmwood
Perry	New York	Auditorium
Salamanca	New York	Andrews
Seneca Falls	New York	Strand
Amsterdam	New York	Rialto, Regent, Strand
Amsterdam	New York	Strand, Regent (2nd run)
Carthage	New York	Strand
Glens Falls	New York	Rialto or Empire (½ split in Paramount)
Glens Falls	New York	Empire (2nd run)
Gloversville	New York	Hippodrome, Glove
Gloversville	New York	Hippodrome (2nd run)
Hamilton	New York	State
Herkimer	New York	Liberty
Hudson Falls	New York	New Strand
Ilien	New York	Capitol
Little Falls	New York	Rialto, Hippodrome
Malone	New York	Malone
Massena	New York	Massena
Norwich	New York	Colonia
Ogdensburg	New York	Strand
Oneonta	New York	Oneonta, Palace (1st run)
Oneonta	New York	Palace (2nd run)
Saranac Lake	New York	Pontiac
Tupper Lake	New York	State
Watertown	New York	Avon, Olympic
Watertown	New York	Olympic, Palace
Cambridge	Maryland	Arcade, State
Easton	Maryland	Avalon, Music Hall
Federalsburg	Maryland	Federal
Laurel	Delaware	

Under all said license agreements you have the right to select the number of pictures which you are obliged to exhibit thereunder out of the pictures released and produced by us in all the mentioned situations for the seasons of 1939-40, 1940-41 and 1941-42.

The following provisions shall apply to all of said license agreements:

1. If any percentage pictures be played on a midnight show, the terms for said midnight show shall be 20% of the gross receipts.

[fol. 7116e] 2. If any picture played on percentage is played as part of a double bill, you shall have the right to deduct the price of the second feature from the gross receipts before accounting to us for our percentage. Deduction for the second feature shall not exceed the price of the Twentieth Centy-Fox Film Corp. flat rental price.

3. If any picture played on percentage is played in conjunction with "Bank Night" or similar attractions, you shall have the right to deduct the actual cost of the operation of

such attartcion from the gross receipts and before accounting to us for our percentage.

4. If any picture played on a flat rental basis is held over for extra days' playing time, then the film rental for such extra days shall be one-half of the per diem rate.

5. It is agreed that in the two house situations the Exhibitor commits himself to 100% of the product released and produced by the Twentieth Century-Fox Film Corp.; and in the one house towns it is agreed that the Exhibitor commits himself to 46 pictures out of the 52 released and produced by the Twentieth Century-Fox Film Corp.

6. You have no obligation to exhibit any foreign made pictures, but you have the right to select them in your feature contracts if you so desire.

7. It is agreed that the payment made to Twentieth Century-Fox Film Corp. on their short product will be made in the same manner as payment was made during the season 1938-39.

8. It is understood and agreed that the Schine Enterprises Corp. are to get one-half of the Twentieth Century-Fox Film Corp. product in Glens Falls. The split to be equal in quality and quantity.

Very truly yours, Twentieth Century-Fox Film Corporation, by W. Sussman, Eastern Division Sales Manager.

Schine Enterprises Corporation, by Geo. V. Lynch.

[fol. 7117] EXHIBIT C-100

Schine Theatrical Enterprises

Gloversville, N. Y.,
October 17, 1938.

It is understood and agreed that the following clauses are to become part and parcel of the Columbia contracts for the 1938-39 and 1939-40 seasons.

Clause No. 1

If pictures allocated at 35% and 30% are double billed, the cost of the second feature is to be deducted from the

gross receipts before computing film rental to the Distributor.

Clause No. 2

On the 35% pictures they are to revert to 30%, if the gross receipts (after deduction of cost of double bill or bank night) do not reach the 35% reversion figures indicated on the attached Schedule A. On the 30% pictures they are to revert to 25%, if the gross receipts (after deduction of cost of double bill or bank night) do not reach the 30% reversion figures indicated on the attached Schedule A.

Clause No. 3

On the 25% pictures, if they are played with vaudeville or double billed, terms to be 20%. On the 20% pictures, if they are played with vaudeville or double billed, terms to be 15%.

Clause No. 4

Any percentage pictures played on midnight show that starts at 11:30 or 11:45 P. M. as an entirely new show, terms to be 15% for such midnight showing. Any flat rental pictures that play on midnight show that starts at 11:30 or 11:45 P. M. as an entirely new show, terms to be at the 50% per diem rate, if the midnight show is in excess of the contracted number of days.

Clause No. 5

On flat rental pictures and shorts, if they are used additional days, payment is to be made for each additional day at the 50% per diem rate.

Clause No. 6

If a Bank Night is had during the percentage engage-
[fol. 7118] ment, the cost of the Bank Night is to be deducted from the entire gross receipts, cost of which is not to exceed the original amount at the start of the Bank Night.

Clause No. 7

It is understood and agreed that on both the short subjects and feature commitments, in towns where we overplay our contracted commitment, the monies obtained by playing over the commitment is to be applied dollar for dol-

lar against some towns where the commitment is underplayed. The above privilege of overage and underage is limited within the respective zones identified as Albany, Buffalo, Cleveland, Cincinnati and Washington Zones.

Clause No. 8

This agreement covers all towns for which deal sheets have been signed.

Geo. V. Lynch, Schine Interprises Corp.

Louis Weinberg, Columbia Pictures Corp.

[fol. 7119] EXHIBIT C-101

Columbia Pictures Corporation

729 Seventh Avenue

New York

November 28th, 1938.

Schine Enterprises Corporation, Gloversville, N. Y.

Attention Mr. George Lynch

GENTLEMEN:

In order to eliminate the necessity of drawing up and executing individual contracts for each situation and theatre in your circuit for our 1938-39 and 1939-40 product, it is agreed as follows:

1. The complete deal shall consist of—

(a) The deal sheets dated Oct. 17, 1938 and signed by myself for Columbia and by your Mr. George Lynch for Schine;

(b) All the terms, provisions and conditions of the Columbia form of exhibition contract, a copy of which is attached hereto;

(c) The eight clauses contained in a two page typewritten agreement between you and us dated October 17, 1938.

In the event the Columbia form of exhibition contract is inconsistent with the provisions specified in the typewrit-

ten agreement dated October 17, 1938, then it is agreed that the provisions of the typewritten agreement shall prevail and apply.

2. In the event we shall enter into any deal for any additional theatre other than those heretofore agreed upon between us, then it is agreed that you and we shall execute a deal sheet with respect thereto, and automatically the terms, provisions and conditions of the Columbia form of exhibition contract and the October 17, 1938 typewritten agreement shall apply.

It is agreed that your acknowledgment of this letter together with the deal sheets, the Columbia form of exhibition contract and the October 17, 1938 typewritten agreement shall constitute the entire agreement between us.

Will you be kind enough to acknowledge your understanding hereto by signing your name on the duplicate copy attached hereto and return same to us.

Sincerely yours, Columbia Pictures Corporation, by Louis Weinberg.

Schine Enterprises Corporation, by Geo. V. Lynch.
LW:FR.

PLAINTIFF'S EXHIBIT C-102

NBC GUEST

Columbia

THEATRE	TERMS
	Seasons 1935-36 40
	pictures produced
	Excepting Cap. as to cast
	2 @ 100 /3 days
	4 @ 50 /3
	8 @ 35 /3 2 Holdovers @ 25
	Yes Can Take All Well
	16 @ 100 /3 days

Palace
Auburn
N.Y.
Second Run

ACCEPTED .....
(On behalf of Seller)

ACCEPTED .....
(On behalf of Buyer)

7139

DEAL SHEET

THEATRE	TERMS

Barnes

Batt

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Fabian Circuit, Inc.)

10/7/38

C-102(3) 11/4 C-102(3)

4/4/42

DEAL SHEET

Colonial

THEATRE	TERMS
	Season of 1938-39 & 1939-40.
	Pictures released and in production
	excepting "Capers" for said season.
Canada	2 @ 100 = 2-3 Days
	3 @ 75 = 2-3 "
	10 @ 50 = 3-3 "
	8 @ 25 = 2-3 "
Buffalo	
	Days & Date with Riverside.
	If sold to Shea's Mt. Park
	Kenmore & Bailey theatres pictures
	will be played same as last year

Clearance: Same as last year.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

7122

4978

DEAL SHEET

Calendar C102(4)y

THEATRE &	TERMS
	Season of 1938-39 & 1939-40.

Picture release and booking lapsed

Amherst
2 @ 125 = 2-3 DR
3 @ 75 = 2-3 "
7 @ 60 = 2-3 "

Buffalo
11 @ 40 = 2-3 "

N.Y.

Clearance .....

ACCEPTED .....
(Distributor)

APPROVED .....
(Exhibitor)

(Exhibitors Circuit, Inc.)

7128

C102(5)

DEAL SHEET

THEATRE	TERMS
	Season of 193-4 & 193-5
Playhouse	Pictures, Inc.
Coronado	excepting Universal & Columbia
	2 @ 75 1-2 Dr
	6 @ 40 "
	7 @ 25 1/2
	4 Western 15% 1-2 Dr
	Clear

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

4980

10/7/3

C102(6)

DEAL SHEET

Columbia

THEATRE	TERMS
	Year 1931, 1938-39 and 1939-40
	Picture offered and all productions excepting Capra for each season.
State	2 - @ 35% - 2-3 Days
&	4 - @ 30% - 2-3 "
Temple	10 - @ 50 = 2-3 " } 4 Temple
	10 - @ 30 = 2-3 " } 30 = 2-3 Days
Carthay	12 - Western 30 = 2-3 Days
No 4	Clearance: Same as last year

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Public Circuit, Inc.)

7125

4981

C102(7)

DEAL SHEET

THEATRE	TERMS

ACCEPTED .....
(Mattituck)

ACCEPTED .....
(Schine Circuit, Inc.)

7139

DEAL SHEET

Columbia C102(8)X

THEATRE	TIME	
	Lease	
	Terms	
	Playdate	
Lachine	2 @ 35%	
	4 @ 30%	
	4 @ 7	
Patrick	4 @ 10	
	6 @ 25	
Plaza	10	
	12 Weeks	
Hi Hat	Clearance	

ACCEPTED: (District Manager)

ACCEPTED: (Schine Circuit, Inc.)

7127

C 102(9)

DEAL SHEET

THEATRE	TERMS

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Regina Circuit, Inc.)

4984

10/17/38

C 102(10) A

C-102(11)

TRIAL SHEET

Columbia M. & [illegible]

TRIALS	TERMS
	Session of 1938-39 & 1939-40.
	Petition was read and filed and defendant excepting Congress [illegible] appeared.
Capitol	2 c 75 1/2 days
Illwork	6 c 40 "
	2 c 25 "
N Y	
1	
	Cleveland Trust Co. Trustee.

ACCEPTED [signature]
Distributor

ACCEPTED [signature]
(Schine Circuit, Inc.)

7129

10/17/31

C 102 (11)

DEAL SHEET

Colonial

THEATRE	TERMS
	Season of 1931-32 and 1932-33
	Pictures released during the season of Capitol for each week
Strand or Capitol Brevoort N.Y.	2 @ 175 = 350.00
	5 =
	4 @ 35 =
	10 @ 15 =
	16 Westerns 1 day @ 20 = 320.00
	Clearance to be arranged

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

7130

10/17/24

C 102(12)

DEAL SHEET

Columbia

THEATRE	TERMS
	Season of 1924-25 thru 1927-28.
	Protection clearance as per Columbia exhibiting Contract for season.
Elmwood	2 @ 50. 7 days
	6 @ 35. 7 "
Penn Yan	7 @ 25. 7 "
N.Y.	4 Weeks @ 15 7 days.
	Clearance: Same as [illegible]

(Distributor)

(Exhibitor Circuit, Inc.)

7131

C102 (13) 10/17/36 10.

DEAL SHEET

Cancellation of ~~1~~ 1 C 102 (13) 4/1/42

THEATRE	TERMS
	Season of 1935-39 incl 1939-42.
	Motion pictures and/or television
	Secretary Corporation
Candler	2 @ 60. 7/3 days
	4 @ 35. 7/3 "
	18 @ 20. 7/3 "
Perry	4 Westerns 12½ 7/3 days
H.J.	
	Cancellation to be effective

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Beacon Circuit, Inc.)

7132

4988

10/7/38

C 102(14) Ft. & C. 102(14)

Columbia

THEATRE | TERMS

Season of 1938-39 and 1939-40.

Comes Rochester

Picture released and/or produced by Columbia Pictures for the season.

2 @ 60 - 2/3 days
6 @ 35 - 2/3 days
4 @ 17.50 - 2/3 days
6 @ 12.50 - 2/3 days

Immediately after Paramount-Madison & Monroe theatres

Clearance: Same as Paramount

ACCEPTED .....
(District Manager)

ACCEPTED .....
(Schine Circuit, Inc.)

7133

C (50-2 (15)) 11/7/40

N.H.C. (50-2 (15))

DEAL SHEET

Continental

4/3/42

THEATRE	TERMS
	Season of 1937-38 thru 1939-40.
	Features allowed and not previously
	playing Capitol for ~~first~~ first run.
Grand	2 @ 35. 7 days
	4 @ 25 "
Rochester	6 @ 17 50 "
	14 @ 15 " "
	10 Stanley & Colonial @ 12 50 "
	Impossibility of performance
	Breakdown shall not be the fault
	Open Booking with Strand.

Clearance: Same as Capitol

ACCEPTED (Distributor)

ACCEPTED (Exhibitor Circuit, Inc.)

4930

C102(16) 10/7/36

TRIAL SHEET

Calendar Pl. & C. 102(16) forfeited 4/2/42

THEATRE | TERMS

Season of 1936-39 & 1939-40 +

Pictures released during the current booking year for exhibition

Lake
Rochester
N.Y.

2 @ 40. 7½ days
6 @ 22½ 7½ "
18 @ 15¢ 7½ "
4 Marriot Cal. Cleans. 15¢ 7½ days
immediately after the Pennsylvania
Madison & Monroe theatres

Clearance same as Rochester.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Exhibitor)

(Rochester Circuit, Inc.)

7135

1931

C102(17) 10/17/36

DEAL SHEET

Columbia Pl. 4 C102(17)

~~Cordova~~ 4/2/43 X

THEATRE	TERMS
	Aug 1 to 19 1936-39 and 39-40.
	Pictures allowed 1st per release exception Cycles for each season
Lenox or Liberty Rochester N.Y.	2 @ 175 7 days
	6 @ 62.50 7 "
	14 @ 40. 7 "
	Second run 21 days over subsequent runs
	Store Clearance as set up for 1937-38 Contract

[redacted]

ACCEPTED [signature] Manager

ACCEPTED [signature] Original

(Robbins Circuit, Inc.)

7136

4932

C102(18) 10/7/38

H. & C. 102 (10

Columbia

TERRITORY

TERMS

#2/42

Seasons of 1938-39 and 1939-40.

Actors pulmed and produced
excepting Legits not [illegible] season.

Liberty
Rochester
(Reject)

2 @ $50. 2/3 days
10 @ $37.50 2/3 "
to be played within 21 days
Clearance of Rochester
Second run
Same Clearance as Schenectady
on 1937-38 Contract

ACCEPTED
(Distributor)

ACCEPTED
(Schine Circuit, Inc.)

7137

1933

DEAL SHEET

Columbia C102(19) 10/7/36

THEATRE	TERMS
	M.P.C. 102 (19) ~~35~~ Cancelled 4-1-42
	Playing 1936-39 and 1940-41
	Participation and/or Percentage — Playing Open for ~~Engagement~~ Extension
State	2 @ 80 %
or	6 @ 50
Dixie	4 @ 25 %
Rochester	Second run
	1 day per week clearance
	Same Clearance
	On 1937-38 Product

ACCEPTED: (Distributor)

ACCEPTED: (Schine Circuit, Inc.)

7138

4994

DEAL SHEET

Columbia C102(70)

THEATRE	TERMS
	Seasons 1936-39 and 1939-40.
	Pictures released and/or produced excepting Capras for [redacted]
State or Dixie Rochester (Repeat)	2 @ 40. 1/3 1/2
	10 - 30. 1/3 1/2
	to be played within the 21 days, Dixie
	Second run.
	Same clearance as on 1937-38 Contract

[redacted]

ACCEPTED: ..... (Loew's, Inc.)

ACCEPTED: ..... (Schine Circuit, Inc.)

7139

C102(21) 10/7/36

DEAL SHEET

Columbia

U.A. C 102(21) ~~Inc.~~

~~Columbia~~ 4/3/42

THEATRE	TERMS
	Season of 1936-37 Aug 1939 - 40
	Pictures released and/or produced thereafter. Cancel for ~~this~~ each season
Andrews	20th 85 72 days
	6c 45 72 "
Colonnade	4c 27½ 73 "

U.A.

Cancel during 40-41 year.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

7140

4996

C 102(22) 10/17/31

DEAL SHEET

Columbia

THEATRE	TERMS
	Season of 1935-39 incl 1939-40. Pictures released and/or produced except Capra's for this season.
Strand Seneca Falls N.Y.	2 @ 50 73 days 6 @ 25 73 7 @ 17 50 73

Clearance: Same as last year

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

7161

10/17/38 M

C102(23)

DEAL SHEET

Columbia

M & C 102(23)

THEATRE | TERMS Buffalo Territory

In the following towns the deal on "You Can't Take It With You" is to be 40% of the gross

Jax - Corning - 2 days.
Utica - Cortland - 3 "
Elmira - Geneva - 2½ "
Olean - Lockport - 2½ "
Niagara Falls - 3 "

In the following towns the deal on "You Can't Take It With You" is to be as follows:

			$
Batavia	2/3	days -	100.00
Buffalo, Grand	2/3	"	200.00
Buffalo, Regent	2/3	"	250.00
Canandaigua	2/3	"	150.00
Lockport (2 days)	2/3	"	100.00
Niagara	2/3	"	150.00
Rochester	2/3	"	150.00
Batavia	2/3	"	100.00
Salamanca	2/3	"	100.00
Warsaw	2/3	"	50.00

(Cleared thru Universal Contract 23-9 Season)

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

7143

12/7/36

TRIAL SHEET

Columbia

THEATRE Buffalo Territory

In the following theatres in Rochester N.Y. this deal on "per Cent Basis with guarantee to be as follows:

Regent (2nd Run)	3/4 days	$200.00
Lakeside (Opposite Temple)	3/4 days	125.00
Dewitt (2nd Run)	3/4 days	200.00
State (Opposite Loew's)	3/4 days	125.00
Cameo	2/3 days	80.00
Grand	2/3 days	70.00
Lake	2/3 days	80.00

Clearance Same as last year of the Contract 1-1-36 193[illegible]-9 in again

Little Theatre at 35 days

ACCEPTED ..... (Columbia)

ACCEPTED ..... (Schine Circuit, Inc.)

7143

C 102 (24) 10/19/36 MC

[illegible] C 102 (24)

(Seal Sheet [illegible])

TREATIES	TERMS
X	Jan. 1, 1935-39 and 1937-40.

Victoria Island and Smith Sound Eskimos

Cash to 2- 35%-2.3 Oz
" 4- 30% 2-2
Seal 3- 25% 2-2 "
" 3- 20% 2-2 "
10-@75= 2-3 "
Legal 10-@50= 2-3 "
12 Natives 50= 2.3 Oz

Clothing, twice a year.

[signature]

7166

5000

C102(-5) 10/7/38(1)

C102(-5) P.K. & C. 102(-5) 4/5/40

DEAL SHEET

Coleambra

DEALER	TERMS
	Seasons of 1938-39 and 39-40.
X	Returns released and Agreement exceptions Capitol for season

Capitol

2 - @ 30 = 2-3 Dr
6 - @ 20 = 2-4 "
7 - @ 12½ 2-3 "

Balston

Clearances forms on Cashyard.

ACCEPTED.....
(Distributor)

ACCEPTED.....
(Jukebox Circuit, Inc.)

7148

5001

C 102(26) 10/17/38 [illegible]

[illegible] Circuit

REAL ALBERT

Colosseum

THEATRE	TERMS
	Season of 1938-39 thru 1939-40.
	X Contract pictures & Adv/T for [illegible]

Strand — 2 @ 60% = 2-30
4 @ 40% = 2-3.
6 @ 30% = 2-3.

Carthage — 8 @ 15% = 2-3.

N.Y. — 8 Western 15%

Clearance [illegible]

ACCEPTED [illegible]
(for Distributor)

ACCEPTED [illegible]
(for the Circuit Exhs.)

7168

5002

C102(27)

DEAL SHEET

Columbia

THEATRE	TERMS
	Term of [illegible] and 1931-40.
	Pictures released [illegible] Producers [illegible]
Rialto	2 - @ 35% 2-3 Dr
	4 - @ 30% 2-3 "
or	3 - @ 25% 2-3 "
	3 - @ 20% 2-3 "
Empire	8 - @ 75% 2-3 " Privilege
	20 @ 40% 2-3 " of playing 10
	16 Returns @ 20% 2-3 Dr Pictures [illegible]
Glens Falls	Clearance: [illegible]
NY	

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

7147

5003

C102(28) 10/17/31 RD

C102-28

~~Terminated~~ 11/2/42

DEAL SHEET

Columbia

THEATRE	TERMS
	Season 1938-39 & 1939-40
	Pictures released and/or dividend excepting Capra for each season.
Empire	4 @ 30.00 - 2/3 days
	10 @ 17.50 - 2/3 "
Glens Falls N.Y.	
Second Run	

Clearance same as last year.

ACCEPTED ..... (District Manager)

ACCEPTED ..... (Motion Picture Co., Inc.)

7148

5004

REAL ASSET

Columbia C102(29) 17/11/39 V.L. & C-102(29) forbidden 4/2/42

THEATRE | TERMS

Season of 1938-39 & 1939-40

Pictures released Europe produced excepting Capra for each season.

Globe X
or
Hippodrome
Gloversville
N.Y.

2 @ 35% - 7½ days
4 @ 30% - 14 "
4 @ 85 - 7½ "
6 @ 75 - 7½ "
10 @ 35 - 7½ "

Previous & repeat
of Hipp. 4 @ 50 - 14 days
balance 35 - ½ day
1 yr Materia @ 35 - 1 yr "

Pictures please net yes.

ACCEPTED: [illegible]
(Distributor)
ACCEPTED: [illegible]
(Rahine Circuit, Inc.)

7149

DEAL SHEET

Columbia — C102(30)

THEATRE	TERMS
	Pictures of 25% 2nd 25%

Pictures [illegible]

except [illegible]

State	2	C	65.00	2/3	days
	4	C	35.00	2/3	"
Hamilton	6	C	25.00	2/3	"
	8	C	15.00	2/3	"
My					

Clearance: [illegible]

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Scalne Circuit, Inc.)

7160

5006

DEAL SHEET

Columbia C102(31) 10/-

THEATRE	TERMS	M. & C.
	Pictures released ...	
	exception of Capra ...	
Liberty	2 @ 100.00	2/3 day
Herkimer	2 @ 75.00	2/3
	6 @ 50.00	2/3
Ny	5 @ 30.00	2/3

Clearance: ...

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Exhibitor)

7151

DEAL SHEET C102(3a) 10/17/38

THEATRE | TERMS

Clearance 4 weeks 4/2/38

Pictures produced and released by Grand Nat. Pict. Corp.

Strand — 2 @ 45.00 — 2/3 days
6 @ 35.00 — 2/3
12 @ 15.00 — 2/3 "

Hudson Falls Hip

Clearance same as Col. pict.

ACCEPTED: [signature]
(Columbia)

ACCEPTED: [signature]
(Loew's Consolidated, Inc.)

7182

DEAL SHEET

Columbia C102(33) 10/17/34.

THEATRE	TERMS
	Seasons of 1938-39 & 1939-40

Pictures released and/or produced
(excepting Capitol for exhibition)

Capitol	2	C	80.00	2/3 days
	4	C	60.00	2/3 "
Ilion	8	C	25.00	2/3 "
	12	C	20.00	2/3 "
NY	6	Western	C 17½	1/2 "

Clearance: Same as Contract

ACCEPTED: .....
(Distributor)

ACCEPTED: .....
(Schine Circuit, Inc.)

7183

DEAL SHEET

Colisimo's C102(34)

THEATRE	TERMS	2-102-34
	Season of 1934 [illegible]	
	Contract to be signed [illegible]	
	[illegible]	

Rialto	2	C 75 —	2/3 days
"	4	C 50 —	2/3 "
Hippodrome	6	C 30 —	2/3 "
Little Gem	12	C 20 —	2/3 "
Mary	12	Western C 20 —	1/2 "

[illegible]

ACCEPTED: ..... Distributor

ACCEPTED: ..... (Sabine Circuit, Inc.)

7154

5010

BEAL SHEET

Colonial — C10 2(35)

THEATRE	TERMS
	Season 1937-38 and 1938-39

Pictures released and/or [illegible]
[illegible], Capitol, [illegible]

X

Malone — 2 C 85.00 2/3 days
6 C 40.00 2/3 "
7 C 20.00 2/3 "
Malone — 12 Matinees C 15.00 1/2 "
Ny

Clearance [illegible]

[illegible] (Distributor)

[illegible] (Schine Circuit, Inc.)

7158

5011

DEAL SHEET

Columbia C102(36) 10/7/36

THEATRE	TERMS	
	114 C 102(36)	
	Season of 1936-37 due 12-9-36	J. 4/5/37
	Returns cleared with 10 per cent	
	competing Capra film exhibition.	
State	2 C 75.00	2/3 days
	6 C 40.00	2/3 "
	7 C 22.50	2/3. "
Alexandria		
Va		

Clearance cancelled by wire.

ACCEPTED.....
Distributor

ACCEPTED.....
(Exhibitor)
(Empire Circuit, Inc.)

7156

5012

REAL ESTATE

Calironia C102(37) 10/7/3

THEATRE	TERMS
	Seasons of 1938-39 and 1939-40.

Pictures released and to be produced
excepting Capra for each season

Calonia
Norwich
N.Y.

3	C	100.00	1/3 days
3	C	75.00	1/3 "
3	C	50.00	1/3 "
3	C	35.00	1/3 "
6	C	25.00	

Clearance: Same as last year.

ACCEPTED.....
(Distributor)

ACCEPTED.....
(Schine Circuit, Inc.)

7157

Columbia C1021

THEATRE	TERMS	7.1.4 C.102 (38) Indef
	Season of 1938-39 and 1939-40 & 4/3/42	
	X Pictures released and/or in the future excepting Capra-Lewis	
Strand	2 @ $100.00	2/3 days
	4 @ 50.00	2/3 "
Ogdensburg	11 @ 35.00	2/3 "
	4 Matinees @ 22.50	1/2 "
N.Y.		

Clearance period 2 weeks

ACCEPTED ..... Distributor

ACCEPTED ..... (Schine Circuit, Inc.)

7188

5014

C102(39) 10/17/38

Pl. 4 C102(39) Cancelled 11/2/42

DEAL SHEET

Columbia

THEATRE TERMS

Season of 1938-9 thru 1939-40

Pictures released and/or produced (Excepting Capras for each season

Oneonta
N
Palace

7 @ 35% - 1/3 days
3 C 30% 1/3 "
4 C 50-- 1/3 "
7 C 30-- 1/3 "
12 C 25-- 1/3 "

Oneonta
N4

16 Western C 25-- 1/2 "

cleared: same as last year

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

7159

15015

C102(40) 10/17/38

DEAL SHEET

Columbia R & C 102(40) for
11/2/38

THEATRE TERMS

Season of 1938-39 incl; 1939-40.

Pictures released and/or released
thereafter. Cancellations.

X

Pontiac

2 @ 75.00 - 2/3 days
4 @ 50.00 - 2/3 "
11 @ 35.00 - 2/3 "

Barenice

Lake

N.Y

Clearance per contract

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

7160

5016

C102 (41) 10/7/38

Columbia DEAL SHEET

THEATRE | TERMS

Season of 1938-39 and 1939-40

Pictures released and to be produced
excepting Capra for each season.

State
Tupper Lake
N.Y.

2 C @ 50.00 2/3 days
4 C 35.00 2/3 "
6 C 25.00 2/3 "
6 C 15.00 2/3 "
6 Features @ 10.00 1/4 "

Clearance: Same as last year

ACCEPTED: (Distributor)

ACCEPTED: (Schine Circuit, Inc.)

7181

DEAL SHEET Columbia C102(42) 10/17/36

THEATRE	TERMS	M.G.M. C192(42)
	Season 1939-39 & 1939-40.	4/2/42.

Pictures released and/or produced exclusively (Capra-Sgd exclusive)

Avon	2 @	$150.00	2/3 days
or	2 @	150.00	2/3 "
Olympic	3 @	100.00	2/3 "
	3 @	85.00	2/3 "
Watertown	6 @	75.00	2/3 "
	8 @	35.00	2/3 "
NY	1 v Matinees	@ 25.00	2/3 "

Clearance: same as Capitol.

ACCEPTED.....
(Distributor)

ACCEPTED.....
(Schine Circuit, Inc.)

7188

5018

C102(43)

DEAL SHEET

Columbia

THEATRE TERMS

Season 1939-40 and 1939-40.

Pictures released 2nd/1st Run

Keeping Capra pictures

Olympic
or
Palace

Watertown
(2nd Run)

2 @ 75.00 - 2/3 days
8 @ 22.50 - 2/3
bal @ 17.50 - 2/3

Pictures that play Avon 1st Run
to be played 2nd Run at Olympic or
Palace

Clearance passed in Circuit

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

7169

10/17/39

C102(44)

DEAL SHEET

THEATRE | TERMS

4/2/44

4/1/39-40.

Capitol
Whitehall
NY

7184

5020

REAL ESTATE

Columbia C102(95) 8/17/38

TREATIES	TITLES
	M-G-M C-102 (40)
	Season of 1938-39 and 1939-40.

Pictures released and produced
excepting Cagney for each season.

Avalon
of
Music
Hall
Easton
Md

4 @ 40m 2-3 DH
4 @ 35m 2-2 "
10 @ 25m 2-3
12 @ 22m 2-3 4th Music Hall 12m
10 Western @ 15m 2 DH
6 " @ 12m 2 "
Shorts same as present Deal
excepting report Deal
3 out of 4 reels 4m 2 DH
Cartoons same as Cartoons.

ACCEPTED: Columbia
(Columbia Pictures Corporation)
ACCEPTED:
(Fabian Circuit, Inc.)

7103

DEAL SHEET

Columbia C102(46) H.4 C102(46) Loew's

THEATRE TERMS

Loew's July 1946

Picture Released 3rd/4th Division

Accepting Clip on for each feature.

Federal

Federal Interstate

Md

Same deal as last

with former service

Clearance Remains

ACCEPTED: [signature]
Distributor

ACCEPTED: [signature]
(Schine Circuit, Inc.)

7108

5022

DEAL SHEET

(Cancelled C 102 (47) 14/7/47

THEATRE	TERMS
	H-L C 102 (47)
	Season of 1938-39 and 1939-40. 4/2/47.
	Pictures released and/or produced and excepting Cyprus for each season
Hurlock	
Hurlock Theatre	Same deal etc. Set with former owner.
Md.	
	Clearance: Same as last year.

(Signature)

(Signature)
(Empire Circuits, Inc.)

T167

DEAL SHEET

Columbia C 10-2 (NS)

THEATRE | TERMS

Universal C 10-2 (NS)

Dec 31 1938 - 39 Incl 1939 - to

Pictures release as per produced
excepting Cyclone for each season.

Accord

2 - @ 35% 2-3 "

6 - @ 30% 2-3 "

6 - @ 50 = 2-3 "

2-6 @ 30 = 2-3 " 4 Weeks 20 = 2-3 "

Short subjects as per terms
agreed

Salisbury

Clearance 1 year as last year.

Md

ACCEPTED ...
Exhibitor

ACCEPTED ...
(Loew Circuit, Inc.)

7168

5024

C 102 (49) X Pl 4 C-102 (49)

RURAL SHEET Columbia 10/17/38

TERRITORY TOWNS

Washington Territory

You Can't Take It With You

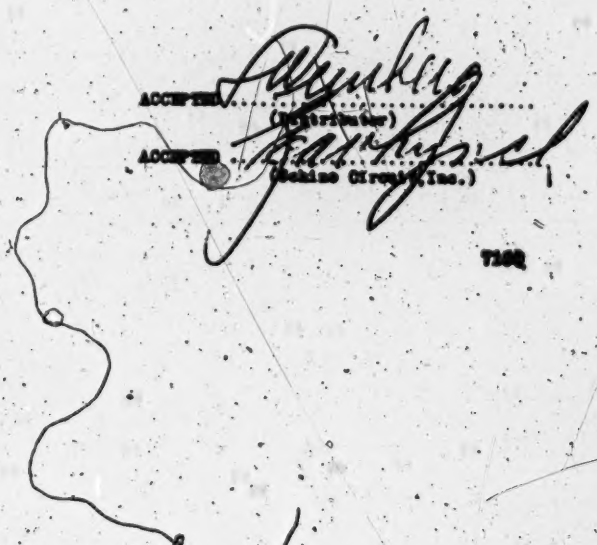
40% to following Towns

Easton

Hurlock

Fredericksburg

Salisbury



ACCEPTED ..... (Postmaster)

ACCEPTED ..... (Rehime Circuit, Inc.)

7102

5025

Cin. 10/m/36.

C102(50)

Columbia

Universal 1936-37 & 1937-38.

Pictures released and produced

THEATRE | TERMS

2-@35-0/0 2-3 Da

6-@60-- 2-3 "

6-@40-- 2-3 } 4-L.,

4@40-- 2-3 } 30--

22@30-- 2-3 } 4 plus 22--

16 Westerns @ 15--1-2-0 Da

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

5026

Columbia

THEATRE	TERMS
	Jan. 2 to 1938-39 to 19 2 Wks.

Pictures released and/or produced by Columbia Pictures Corporation, except as otherwise noted.

Kentucky
or
Ben Ali
or
Strand
or
State
Lexington
Ky.

2 @ 35% 3-4 Days
4 @ 30% 3-4 "
6 @ 135.00 3-4 "
Bal @ 50.00 3-4 "
16 Western 8 @ 50.00 1-2
8 @ 35.00 1-2

Clearance: same as Lexington

ACCEPTED: [signature] (Manager)

ACCEPTED: [signature] (Publix-Great States, Inc.)

7171

5027

DEAL SHEET

Colisenm C102(52)

THEATRE | TERMS

Season of 1931-32 but 10 weeks

Pictures pilmed and/or produced since opening of season.

State — 4-@ 27.50 — 2-3 wks
6-@ 22.50 "
6-@ 17.50 "
Lexington — 9-@ 15.00 "

3rd Run

Clearance same as last year.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

7172

5028

[redacted]

Clerk 10/7/3

Calendar C10-(53)

Years 1938-39 & 1939-40.

Russell

[redacted]ville

Ky

4-@ 60= 2-30
6-@ 40= 2-3
6-@ 30= 2-3
18-@ 75= 2-3

Clerance: Same as last year.

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Sample Circuit, Inc.)

VIII

CM 1/17/38

Columbia C.102 (54)

Season of 1938-39 and 1939-40.

Pictures released and/or produced excepting Capra/Cohn season.

Bourbon
2 - @ 35% 2 Dr.
6 - @ 32½ 1-2 "
6 - @ 20½ 1-2 "
Paris
6 - @ 15½ 1-2 "
2 @ 12½ 1-2 "
Ky
16 Westerns @ 12½ 1-2 Dr.

Clauses: Same as Contract

ACCEPTED .....
(Columbia Pictures Corp.)

ACCEPTED .....
(Screen Gems, Inc.)

5030

CM

10/17/36

Columbus C102(55)

Sessions 1936-39 and 1939-40.

Pictures pertinent only produced

Except Capac for each session

Piqua

2-@ 110 = 3-40

8 @ 50 = 3-40

4 @ 46 = 3-40

12 @ 22 = 2-30 = 3-20

6 Stants @ 20 = 1-20

or

Miami

Piqua

Ohio.

Censuses here & less yes.

10/17/39

Chr

Columbus C102(56)

[redacted] [redacted] [redacted]

Summary 1938-39 and 1939-40.

Petition pleaded and for produced certificates Copies for each person

Madison 2 @ 35% 2 Dr.

6 @ 37½ 1-2 "

Richmond 14 @ 20 = 1-2 "

W. Western 12½ 1-2 Dr.

Ky.

Certificate sent as last year

[redacted]

[redacted]

7176

5032

10/17/38 WB

C102(57)

Cable Co. M&C Co. (52 Wks)

11/42

TRAILER | TERMS

Season of 1938-39 and 1939-40.

Pictures released as 5/11 produced
Exceptions Caption for each season

Opera House
or
Palace

Ashland
Ohio

2 @ 35% - 2/3 days
2 @ 30% - 2/3 "
8 @ 50¢ - 2/3 "
8 @ 30¢ - 2/3 "
6 @ 25¢ - 2/3 - 5 Holidays 20¢
12 Westerns @ 10¢ - 1/2 "

Clearance season Contract

ACCEPTED [signature] 11/17/38
(Distributor)

ACCEPTED [signature]
(Saenz Circuit, Inc.)

7177

5033

CM

11/1/58

DEAL SHEET

Columbus C102(58)

TERRITORY	TERMS
	Season of 1958-59 and 1959-60
	Permanent and/or Temporary Capacity for Local Area
Holland	2 - @ 60¢ 2-3 Days
	4 - @ 45¢ 2-3 "
Bellefontaine	9 - @ 22¢ 2-3 "
Ohio	

Clearance

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schiele Circuit, Inc.)

7178

10/17/36

DEAL SHEET

C102(59)

Columbia

Pl. th. C102(59)

THEATRE	TERMS
	Season of 1936-37 and 1937-38.
Buckeye or State or Southern Buckeye Ohio	Picture released and/or produced excepting Cipher for each season as follows: 1 @ 115.00 2/3 days 2 @ 60.00 2/3 " 6 @ 35.00 2/3 " 15 @ 22.50 2/3 " 6 Westerns @ 17.50 2/3 "
	Clearance Basis as last year.

ACCEPTED .....
(District Mgr.)

ACCEPTED .....
(Select Circuit, Inc.)

7179

10/17/38. 153

C 102 (60)

B. & C. 102 (10)

DEAL SHEET

Columbia

THEATRE	TERMS
	Season of 1938-39 and 1939-40.
	Prints placed with producer except Capra for each picture.
Grand	Selection 25 pictures
or	2 - @ 75% 2-3 DR
	4 - @ 50% 2-3 "
	6 - @ 40% 2-3 " Alternate 25%
Star	12 - @ 25% 2-3 " " 17½
	Bal @ 70% 1-2 DR
	13 Westerns 15% 1-2 DR
Delaware	13 - 2 reels 5% 2-3 DR
	13 " " 2½ 2-3 "
	Clearance: same as last year.

ACCEPTED.....
(District Manager)

.....
(Branch Circuit, Inc.)

7126

5036

10/7/31 E.

C102(61)

DEAL SHEET

Columbia

V.L.V. C102(61)

Expires 4-2/42

THEATRE	TERMS
	Season of 1931-32 Cycle 131-D
Crow or Rexy or State Fostoria Ohio	Pictures released and/or produced by Columbia Pictures Corporation, except Cycle pictures, for exhibition in the theatre specified herein, for the period beginning with the first regular program release date and ending with the last regular program release date, as follows: 2 @ 35% - 2/3 days 4 @ 30% - 2/3 " 3 @ 25% - 2/3 " 3 @ 20% - 2/3 " 8 @ 50.00 - 2/3 " 7 @ 35.00 - 2/3 " 16 Features @ 17.50 - If all plays not duly played to be 10.00

Remarks: Same as Cycle 1.

ACCEPTED .....
(Columbia)

ACCEPTED .....
(Schine Circuit, Inc.)

7181

5037

DEAL SHEET

Columbia C102(62) 4/17/38.

THEATRE	TERMS
	P.C. 4/4 C 50% (62 Films 4/2/42
Seasons of 1938-39 and 1939-40.	

Pictures released and/or produced
excepting Operas for each season.

Rent or Revenue or Opera Hired

2 @ $115.00 3/4 days
6 @ 50.00 3/4 "
16 @ 27.50 3/4 "
12 @ 17.50 3/4 "
12 Features @ 15.00 ~~3/4~~ 1/3

Rent of Ravenna Ohio

Clearance four or less year.

Goldenberg
(Exhibitor)
Ravenna
(Address Portage, Ohio.)

7188

5038

C102 (63)

DEAL SHEET

Columbia

THEATRE	TERMS
	Season 1939 .. 39.40
	Pictures released on/or previous to exceptions Copies for ... Clearance
Kent	2 @ 60 2/3 days
or	4 @ 40 2/3 "
Rovena	9 @ 25c 2/3 "
repeat	

Clearance as last year

ACCEPTED for ..... (Distributor)

ACCEPTED ..... (Theatre Owner, etc.)

TIME

5039

19/7/38 159

C102(69)

[redacted] Calendar [redacted] Pl. & C. 1 v. (xx)

Hatt.

Calendar 1938-39 & 1939-40.

Weekly wood cards and/or perpetual desk... Calendars for each season.

Boston
or
Maine
Warwick
Ohio

2 @	$1.00 net	1/3 days
4 @	.75 net	1/3 "
6 @	.50 net	1/3 "
6 @	.30 net	1/3 "
6 @	.20 net	1/3 "
12 Mailing	@ 1/2c net	1/3 "

Calendar Leaflet Co. [illegible]

[redacted]

5040

C102(65)

	Calcium [illegible]
	Season of 1934
	Pictures filed and approved [illegible]
Ritz or Brand or Taffan	2 @ 35% 2/3 day 2 @ 30% 2/3 22 @ 50¢ 2/3 [illegible]
Taffan or Ohio	6 Hunters @ 25¢ 2/3 day
	Clearance Letter [illegible]

ACCEPTED [illegible]
(District Man)

ACCEPTED [illegible]
(Belgian Circuit, Inc.)

C102(66)

OPERATOR	TERMS
Van West or Strand	2 @ $100 — 2/3 day. 3 @ 75 2/3 " 3 @ 50 2/3 " 12 @ 30 2/3 1/2 hour or 1/2 hour 30 ¢ 12 Writers @ 15 ¢ 2/3 "
Van West	each

0 rem

ACCEPTED: (Distributor)

ACCEPTED: (Boston Circuit, Inc.)

7186

5042

C102(67)

DEAL SHEET

Columbia

THEATRE	TERMS
	Terms of 1937-39 Cty 1939 ed.
	Pictures released and/or to be released and exceptions Copied for
Worcester	2 @ 150 = 2/3 days
—	2 @ 100 = 2/3 "
Wayne	6 @ 75 = 2/3 "
	10 @ 50 = 2/3 "
Worcester	6 @ 30 = 2/3 "
Ohio	6 Westerns @ 25 = 2/3 "
	6 Westerns @ 17 = 2/3

Clearances same as

ACCEPTED: [illegible]

ACCEPTED: [illegible]
(Empire Circuit, Inc.)

7107

C-102 (68)

DEAL SHEET

Pl. Ex. C-102 (68) 761
for Identification
4/2/52

THEATRE	TERMS	
	Playing 1950-51.	

Remarks: 4 days clear of Yiddish Theatre.
7 days clear of all engagement runs if played within 14 days of availability or otherwise cleared. 14 days after Radio or Stage, which ever is available. Radio or Stage must play within 14 days of closing run or their clearance will be waived. Subsequent

(This records all engagement 1950-51 products.)

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Skyline Enterprises Corp.)

7188

[redacted]

DEAL SHEET

C102(69)

THEATRE	TERMS
	Season 1939-40.
[redacted]	[redacted]
(Opera House)	

[redacted]	[redacted]	[redacted]	[redacted]

Exhibitor: 4 days ahead of Wheeler Theatre.
7 days ahead of all subsequent runs if played within 14 days of availability or clearance ordered. 14 days after Wade or Wade, third run if and as available. Wade or Wade each play within 14 days of second run or Wade clearance will be waived. Subsequent runs.

(This exhibit all employed 1939-40 product)

ACCEPTED [redacted]
(Distributor)

ACCEPTED [redacted]
(Gobine Enterprises Corp.

7180

12/22/39.

COLUMBIA.

DEAL SHEET

C102(70) X

THEATRE	TERMS			
	Season 1939-40.			
[illegible] (Maui Kid Theatre)	4	6	$ 45.00	2-3 Days
	6	6	30.00	2-3 "
	8	6	20.00	2-3 "
	10	6	12.50	2-3 "

REMARKS: Open booking with Amusu Theatres.

(This cancels all unplayed 1939-40 product.)

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Schine Enterprises Corp.)

7180

5046

COLUMBIA

DEAL SHEET C102(71) 9/28/39.

THEATRE	TERMS
	Season: 1939-40.

	2	@	$ 85.00	2-5	Days
Palace Theatre	2	@	75.00	2-5	"
	6	@	50.00	2-5	"
	10	@	25.00	2-5	"
SYRACUSE	20	@	22.50	2-5	"

SHORTS

16	-	Colors @	5.00	2-5	"
7	-	Black & Whites @	5.00	2-5	"

Cancel unplayed 1938-39 Shorts.

CLEARANCE: 7 days after 4th run. Clearance over E. Syracuse. 30 days over Jesse Theatre.

ACCEPTED: .....
(Distributor)

ACCEPTED: .....
(Schine Circuit, Inc.)

7191

C.102 (72)

Pl. 42 C-102 (72) "

~~Preliminary~~ 4/11/39

Confirmation

TRACTS | ITEMS

X

Season 1938-39

You Can Take Your Choice from 75 to 80 Acres

2 - @ 35 0/0 - 2-3 Br } Pullman
2 - @ 30 0/0 - 2-3 " } 2-3 Br 75%

Arcade

4 @ 75 " 2-3 "
6 - @ 40 " 2-3 "
10 - @ 75 " 2-3 " (Western)
16 - @ 70 " 2-3 "

or

State

Season 1939-40
Capacity - 40 0/0 2-3 Br

Cambridge

2 - @ 35 0/0 2-3 "
4 - @ 30 0/0 2-3 "
6 @ 75 " 2-3 "
6 - @ 40 " 2-3 "
22 @ 75 " 2-3 "
16 Western @ 70 " 2-3 "

Md

23 - Pullmans @ 35 " 2-3 "

ACCEPTED: [signature]
(Distributor)

ACCEPTED: [signature]
(Schine Circuit, Inc.)

7182

5048

C102(73) 2/20/40.

COLUMBIA

DEAL SHEET

Ltr. fr. C-102(73) 11-2-42

THEATRE	TERMS			
	Season: 1939-40			
Hippodrome or Kentucky	5	0	50%	2 Days
	4	0	40.00	2 "
	3	0	25.00	2 "
	2	0	15.00	2 "
	12 Westerns	0	12.00	2 "
CORBIN	Selection of 2 [illegible]	0	$ 5.00	2 Days

CLEARANCE: First run. 60 days over second run.

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Schine Circuit, Inc.)

7168

9/28/39.

COLUMBIA C102(74) P.L.& C102(74) 4/3/42

DEAL SHEET

THEATRE	TERMS			
	Season: 1939-40			
EAST ROCHESTER (Rialto Theatre)	4	0	$ 40.00	2-5 Days
	4	0	20.00	2-5 "
	6	0	22.50	2-5 "
	22	0	15.00	2-5 "
	16 Westerns	0	12.50	2-5 "
-OR-				
FAIRPORT (Temple Theatre)	REPEAT DEAL			
	2	0	$ 25.00	2-5 Days
	6	0	17.50	2-5 "
	6	0	15.00	2-5 "
	Any additional pictures played	0	12.50	2-5 "

CLEARANCE: 30 days after Rochester.

ACCEPTED ..... Distributor

ACCEPTED ..... (Schine Circuit, Inc.)

7194

5050

C102(75)

C102(75)

Columbia 4/11/39 4/2/42

THEATRE | TERMS

Season 1938-39-39-40

Waller

2-@ 75¢ = 2 Dr
4 @ 30¢ 2 "
6-@ 17½ 2 "
4-@ 17½ 2 "
8-@ 12½ 2 " (Westerns)

Laurel

Season 1939-40

2-@ 75¢ 3 Dr
4-@ 30¢ 2 "
6-@ 17½ 2 "
11 @ 12½ 2 "
8 Westerns 17½ 2 "
13-1 reels - 3 = 2 Dr

ACCEPTED [signature]
(Columbia Pictures)

ACCEPTED [signature]
(Jenkins Circuit, Inc.)

7198

C102(7.6). 10/23/39.

COLUMBIA
DEAL SHEET

Pl. & C102(76)
~~Protected~~
4/2/42

THEATRE	TERMS		
	Season: 1939-40.		
Russell (or) Washington (or) Hollywood Theatres	WEEKENDS	$ 25.00	2 Days
		17.50	1 Day
MAYSVILLE, Ky.			

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

7198

5052

9/28/38.

C O L U M B I A

DEAL SHEET

C102 (77)

THEATRE | TERMS

Season: 1939-40

Selection of 24 out of 40.

Herring (or) Brownie	4	0	$ 50.00	1-2 Days
	6	0	30.00	1-2 "
	6	0	22.50	1-2 "
MIDDLEBORO	8	0	17.50	1-2 "
	16 Westerns	0	19.50	1 Day

(Any additional pictures used to be $ 15.00.)

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

7187

5053

C102(78)

DEAL SHEET

4/11/39 X

THEATRE | TERMS

M-4 C 102 (78)

Season 1938-1939

4/11/39

Illinois

4- @ 50.00

Plaza

2- @ 30.00

7 @ 25.00

1- @ Western 15.00

Missouri

Season 1939-40

4- @ 50.00

Uptown

2- @ 30.00

1- @ 25.00

1- @ 15.00

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

7188

5054

3/4/40.

COLUMBIA

DEAL SHEET

C 10-2 (79)

THEATRE	TERMS			
	Season: 1939-40.			
	3	0	$ 100.00	2-5 Days
LEXINGTON	4	0	75.00	2-5 "
(Strand or State or Opera House)	Balance (34)	0	35.00	2-5 "
	16 Westgrau	0	25.00	2-5 "

REMARKS: Second run. 60 days over third run.

ACCEPTED: [illegible] (Distributor)

ACCEPTED: [illegible] (Schine Enterprises Corp.

7189

You Can't Take It With You

DEAL SHEET

THEATRE	TERMS
	25% day 40%
	1/2 "
	3/3
	2/3
	2/3
	40%
	2/3
	3/0

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Circuit, Inc.)

5056

8/20/58.

COLUMBIA

DEAL SHEET

C102(81)

THEATRE	TERMS
	Season: 1957-58:
Classical (or) Lyric Theatre	4 @ $ 60.00 2-3 Days 8 @ 40.00 2-3 " 12 @ 25.00 2-3 " 15.00(If Lyric)
ROSLYN GREEN	16 @ 17.50 2-3 " 12.50(If Lyric)

SHORTS can be used in place of lower allocated pictures.

SHORTS

26 Single Reel Cartoons(Selection):
2.00 (If Lyric) 2-3 Days
(13 @) 3.50 (@ Classical) 2-3 "
(13 @) 4.00 (@ Classical) 2-3 "

8 Stooges(2 reel comedies): @ $ 3.00(Lyric) 2-3 Days
5.00(Classical)2-3 "

13 ALL STAR(2 reel comedies) @ 3.00(Lyric) 2-3 "
5.00(Classical)2-3 "

CLEARANCE: First run.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Circuit, Inc.)

7301

[fol. 7202] EXHIBIT C-180

Agreement

November 19, 1940.

It Is agreed as follows: that the complete deal shall consist of the deal sheets dated November 19, 1940, signed by Louis Weinberg for Columbia Pictures Corporation and by George Lynch and/or Lou Goldstein for Schine Enterprises corporation, and all the terms, provisions, and conditions of the Columbia forms of exhibition contract which is attached hereto.

Clause No. 1

If pictures allocated at 35% and/or 30% are double billed, the cost of the second feature is to be deducted from the gross receipts before computing film rental to Columbia.

Clause No. 2

On the 35% pictures—they are to revert to 30% if the gross receipts (after deduction of cost of double bill and/or Bank Night) do not reach the 35% reversion figures indicated on the attached Schedule A. On the 30% pictures they are to revert to 25% if the gross receipts (After deduction of cost of Double Bill and/or Bank Night) do not reach the 30% reversion figures indicated in the attached Schedule "A."

Clause No. 3

On the 25% pictures, if they are played with vaudeville or double billed, terms to be 20%.

On the 20% pictures, if they are played with vaudeville or double billed, terms to be 15%.

Clause No. 4

Any percentage pictures played on midnight shows that start at 11:30 or 11:45 P. M. as an entirely new show, terms to be 15% for such midnight showing. Any flat rental pictures that play on a midnight show that starts at 11:30 or 11:45 P. M. as an entirely new show, terms to be at the 50% per diem rate if the midnight show is in excess of the contracted number of days.

Clause No. 5

There will be no extra charge on short subjects used for additional days if such additional short or shorts are used with a Columbia feature. On features or shorts not used with Columbia features additional days payment is to be made for each additional day at the 50% per diem rate.

Clause No. 6

Deductions for activities such as Bank Night, Screeno, etc. are to be allowed in the actual amount of such activity and only such actual amount may be deducted from the gross before computing Columbia's share on such percentage engagements.

Clause No. 7

It is understood and agreed that the feature commitments in towns where we overplay our contracted commitment, the monies obtained by playing over the commitment is to be applied dollar for dollar against towns where the commitment is underplayed. The above privilege of overage and underage is limited within the respective zones identified as Albany, Buffalo, Cleveland, Cincinnati and Washington.

Clause No. 8

With regard to the six thousand dollar ($6,000.00) commitment for shorts, it is understood that any underages on this commitment can be offset by any monies obtained by applying any excess to feature and/or short subject and/or serial commitments on circuit wide basis.

[fol. 7203]

Clause No. 9

Anything herein contained in this Agreement to the contrary notwithstanding, it is hereby acknowledged and agreed that either Distributor or Exhibitor shall have the right in their sole discretion to terminate the license herein granted with respect to the 1942-43 product licensed hereunder if Distributor or Exhibitor shall determine that such termination is necessary or advisable because of any change in the method of production, distribution or exhibition of motion pictures which directly affects the Distributor or Exhibitor in any manner whatsoever and as a result of which change either party shall alter generally its methods

of doing business. Such right to terminate this agreement with respect to said 1942-43 product may be exercised at any time on or before January 1, 1942, by a notice in writing to such effect sent by registered mail by either party hereto to the other party.

In Witness Whereof, the parties hereto have caused these presents to be duly executed this 19th day of November, 1940.

Columbia Pictures Corporation, by Louis Weinberg,
Schine Enterprises Corporation, by Geo. V. Lynch.

[fol. 7204]

November 19, 1940

Schedule A

Reversion Figures Schine Situations

1940–41, 1941–42, and 1942–43 Seasons

	35% Reversion Figure for Wk.	30% Reversion Figure for Wk.
Albany Territory		
Amsterdam, Rialto	3190.00	3000.00
Glens Falls, Rialto	3800.00	3500.00
Gloversville, Glove	3000.00	2800.00
Oneonta, Oneonta	2000.00	1800.00
Buffalo Territory		
Corning, Fox	1900.00	1700.00
Cortland, State	3300.00	2900.00
Lockport, Palace	2400.00	2000.00
Geneva, Geneva	3000.00	3000.00
Cincinnati Territory		
Athens, Athens	2510.00	.....
Paris, Bourbon or Paris	1125.00	.....
Richmond, Madison	1465.00	.....
Lexington, Kentucky	3600.00	3000.00
Ben Ali	3600.00	3000.00
Cleveland Territory		
Ashland, Palace	1165.00	1000.00
Opera House	750.00	700.00
Fostoria, State	1700.00	1500.00
Tiffin, Ritz	1810.00	1750.00
Tiffin	450.00	400.00
Washington Territory		
Salisbury, Arcade	2000.00	1800.00
Cambridge, Arcade	1750.00	1400.00

For the purpose of determining the 35% or 30% reversion figures on an engagement, the days of the week bear the following proportion of the weekly indicated reversion figures:

Sunday	—	3/10
Saturday	—	2/10
Each week day	—	1/10

Schedule "C"

Reversion Figures Schine Situations
1940–41, 1941–42, and 1942–43 Seasons

In the case of Salisbury and Cambridge which are six day towns, the division shall be as follows:

Saturday	—	2/7
Each week day	—	1/7

Columbia Pictures Corp.
by: Louis Weinberg (signed)

Schine Enterprises Corp.
by: G. E. Wh[illegible] (signed)

PLAINTIFF'S EXHIBIT C-181

C 181(1)

REAL PRINT. 11/19/40

Pl. Ex. C1F1(1)

COLUMBIA 11/21/40

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 12 pictures released and/or produced for the above seasons:			
	3	@	60.00	2-7 Days
BATH	7	@	35.00	2-3 "
Babcock Theatre	Balance	@	25.00	2-3 "
	4 Westerns	@	15.00	1-2 "

CLEARANCE: 30 days ahead of Hammondsport, Cohocton, Prattsburg and Savona.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

7206

5068

11/19/40.

DUAL SHEET

C181(2) Rec'd 11-141 Supplement 4 Sig

COLUMBIA | Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE | TERMS

Selection of 25 pictures released and/or produced for the above seasons:

BUFFALO

Granada Theatre

4	@	100.00	2-3 Days
5	@	75.00	2-3 "
10	@	50.00	2-3 "
Balance	@	25.00	2-3 "

CLEARANCE: Day-and-date with Riverside. If sold to Shea's North Park, Kensington and Bailey Theatres, pictures will be played same as last year. 14 days ahead of Varsity, Central Park, Little, Kensington and Williamsville.

ACCEPTED .....
(Niagara Falls)

ACCEPTED .....
(Schine Enterprises Corp.)

7306

C18|(7) DEAL SHEET 11/19/40

COLUMBIA Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 25 pictures released and/or produced for the above seasons:			
BUFFALO	4	@	125.00	2-3 Days
	5	@	75.00	2-3 "
Riverside Theatre	7	@	60.00	2-3 "
	Balance	@	40.00	2-3 "

CLEARANCE: 30 days after first run Buffalo, 14 days ahead of Unity, Jubilee, Kenmore, N. Y., Rialto, Circle, Senate, Allendale, Marlowe, Park and Pastime.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

T207

5064

C181(4)

DEAL SHEET

11/19/40

COLUMBIA

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 15 pictures released and/or produced for the above seasons:
CANANDAIGUA Playhouse Theatre	3 @ 75.00 2-3 Days 9 @ 40.00 2-3 " Balance @ 26.00 2-3 " 4 Westerns @ 15.00 1-2 "

CLEARANCE: 14 days ahead of Naples, N. Y.
30 days ahead of Clifton Springs.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Rhine Enterprises Corp.)

7868

C191(5) DEAL SHEET 11/19/40

M. G. & C-191 Contract

COLUMBIA 4/2/42

Seasons? 1940-41, and 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 40 pictures released and/or produced for the above seasons:
CORNING	5 @ 35% 2-3 Days
	5 @ 30% 2-3 "
Fox or State or Palace Theatres	7 @ 75.00 2-3 "
	7 @ 50.00 2-3 "
	30.00(if Palace) 2-3 "
	Balance @ 40.00 2-3 "
	25.00(if Palace) 2-3 "
	12 Westerns @ 25.00 2-3 "

CLEARANCE: 30 days ahead of Plaza Theatre(Corning), Painted Post and Addison. 60 days over City of Corning.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Enterprises Corp.)

7209

5066

C181(6) Pl. & C 181(6)

DEAL SHEET 11/19/40

COLUMBIA

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
CORTLAND State or Temple Theatres	Selection of 26 pictures released and/or produced for the above seasons: 5 @ 30% 2-3 Days 5 @ 30% 2-3 " 6 @ 30.00 2-3 " Balance @ 30.00 2-3 " 30.00(if Temple)2-3 " 13 Westerns @ 25.00 2-3 "

CLEARANCE: 30 days ahead of Marathon, Groton, Homer, McGraw, Moravia, Preble, Scottsville and Tully.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

7210

C 191(7)

FINAL SHEET

11/19/40.

COLUMBIA	Seasons '1940-41, 1941-42 and 1942-43.
THEATRE	TERMS
4	

Selection of 26 pictures released and/or produced for the above seasons.

[redacted] (Ritz Theatre)	6	40.00	2-3 Days
-do-	6	30.00	2-3 "
[redacted] (Temple Theatre)	4	22.50	2-3 "
[redacted]	2	15.00	2-3 "
16 Westerns	2	12.50	2-3 "

[redacted] 30 days after first run Rochester.

ACCEPTED: .....
(Distributor)

ACCEPTED: .....
(Loew's Incorporated Corp.)

TH11

5068

C181(B) DEAL SHEET 11/19/40

M.G.M. C-181(B)

COLUMBIA 4/4/42 Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 14 pictures released and/or produced for the above seasons:			
	4	0	25.00	2-3 Days
RAIN ACCORDING (Malto Theatre)	8	0	17.50	2-3 "
-OF-	2	0	15.00	2-3 "
RAINBOW (Temple Theatre)	Additionals	0	12.50	2-3 "

Repeat

ACCEPTED .....
(Chatterton)

ACCEPTED .....
(Rhino Enterprises Corp.)

7213

5069

C181(9) DUAL SHEET 11/19/40.

COLUMBIA Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 30 pictures released and/or produced for the above seasons:			
	3	0	35%	2-3 Days
	5	0	30%	2-3 "
GENEVA	5	0	30.00	2-3 "
	6	0	25.00	2-3 "
Geneva or Regent Theatres	Balance	0	25.00 30.00(if Regent)	2-3 " 2-3 "
	16 Westerns	0	25.00	2-3 "

CLEARANCE: 30 days ahead of Lyons, Waterloo, Palmyra, Clifton Springs, Manchester, Phelps and Clyde.

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Schine Enterprises Corp.)

7210

5070

DEAL SHEET 11/19/40

C181(10) 41 & C141/10

COLUMBIA 4/3/42

Seasons: 1940-41, 1941-42, and 1942-43.

THEATRE	TERMS			
	Selection of 20 pictures released and/or produced for the above seasons:			
	1	@	30%	3-5 Days
	2	@	30%	3-5 "
	3	@	75.00	3-5 "
LOCKPORT	4	@	50.00	3-5 "
	5	@	35.00	3-5 "
Rialto or Palace or Hi-Art Theatres	Balance	@	25.00	3-5 "
	12 Westerns	@	25.00	3-5 "

CLEARANCE: 30 days ahead of Rochester and Middleport.

ACCEPTED: [illegible] (Distributor)

ACCEPTED: [illegible] (Schine Enterprises Corp.)

7214

5071

11/19/40

DEAL SHEET

C181(11) Ltr C181(11) Jordan

COLUMBIA 4/2/42

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 10 pictures released and/or produced for the above seasons:			
	8	8	35.00	3-5 Days
LOCKPORT	Balance	8	17.50	3-5 "
Niaito or H-Art Theatres				
Second Run				

CLEARANCE: Second Run.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Rhine Enterprises Corp.)

7215

5072

11/19/40.

DEAL SHEET

C191(1a) M.P.C.-191(1a)

COLUMBIA 4/2/42

Seasons 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 16 pictures released and/or released for the above seasons:
	2 @ 50.00 2-3 Days
	6 @ 30.00 2-3 "
NEWARK	2 @ 22.50 2-3 "
Capitol Theatre	
	CLEARANCE: 14 days ahead of Clyde, Lyons and Palmyra.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Prine Enterprises Corp.)

7216

5073

C191(13).

DEAL SHEET 11/19/40.

COLUMBIA 4/2/42

Cincinnati 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 30 pictures released and/or produced for the above seasons:
	3 @ 175.00 2-3 Days.
OSWEGO	3 @ 100.00 2-3 "
Strand or Capitol or New Theatre	3 @ 75.00 2-3 "
	9 @ 50.00 2-3 "
	6 @ 35.00 2-3 "
	Balance @ 25.00 2-3 "
	16 Westerns @ 30.00(2 days) 20.00(1 day)

CLEARANCE: 30 days ahead of Rylesdale, Minetto, Fulton and Mexico.

[redacted]

ACCEPTED .....
(Blair Theatres)

ACCEPTED .....
(Schine Enterprises Corp.)

9817

5074

11/19/40.

DEAL SHEET

C-191(49)

COLUMBIA

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 18 pictures released and/or produced for the above seasons:
PENN TAN Elmwood Theatre	3 @ 50.00 3-5 Days 7 @ 35.00 3-5 " Balance @ 25.00 3-5 " 4 Westerns @ 15.00 1-2 "

CLEARANCE: [redacted] 30 days ahead of Dundee.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Empire Interpictures Corp.)

TH18

5075

C 181 (15) REAL SHEET 11/19/40.

Rel C 181 (15) Amended

COLUMBIA 4/5/42 Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 24 pictures released and/or produced for the above seasons:			
	4	@	50.00	2-3 Days
PERRY	6	@	30.00	2-3 "
Auditorium	Balance	@	15.00	2-3 "
	4 Westerns	@	12.50	1-2 "

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Rhine Enterprises, Corp.)

7219

5076

DEAL SHEET 11/19/40

.a 181(16) M.&C 181(16) Revised.

COLUMBIA 11/3/42

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 18 pictures released and/or produced for the above seasons			
	4	@	60.00	2-3 Days
	8	@	35.00	2-3 "
ROCHESTER	4	@	17.50	2-3 "
Cameo Theatre	Balance	@	12.50	2-3 "

CLEARANCE: 14 days ahead of Lyric and Empress Theatres. Immediately after Madison and Monroe Theatres.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Skouras Enterprises Corp.)

7230

C 181(17) DEAL SHEET 11/19/40

COLUMBIA 4/3/41

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 22 pictures released and/or produced for the above seasons:			
	4	●	30.00	3-3 Days
ROCHESTER	8	●	30.00	3-3 "
Dixie Theatre	Balance	●	31.25	3-3 "

CLEARANCE: Second run. 21 days over subsequent runs. 30 days ahead of Fine[illegible]

ACCEPTED .....
(Exhibitor)

ACCEPTED .....
(Exhibitor Interprises Corp.)

7221

5078

C 181(18)

DUAL SHEET

11/19/45

COLUMBIA

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 26 pictures released and/or produced for the above seasons:			
ROCHESTER	4	@	35.00	2-3 Days
	6	@	25.00	2-3 "
Grand Theatre	5	@	17.50	2-3 "
	Balance -	@	15.00	2-3 "
	10 Westerns	@	12.50	2-3 "

CLEARANCE: Open booking with Strand Theatre, 14 days ahead of Embassy and Regis Theatres, 7 days ahead of Rivoli Theatre.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

TERMS

5079

C191(191) DEAL SHEET 11/19/40

P.U. & C 181(7)

COLUMBIA 11/24/41

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of _____ pictures released and/or produced for the above seasons:			
	4	@	40.00	2-3 Days
ROCHESTER	8	@	22.50	2-3 "
Lake Theatre	Balance	@	15.00	2-3 "
	4 Westerns	@	12.50	2-3 "

If theatre operates one(1) change a week, commitment to be for ten(10) pictures.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Rhine Enterprises Corp.)

7223

5060

C 181 (20) FILM SHEET 11/19/40

P.L. & C-181 (20) Revised

[redacted] 4/3/42	Seasons: 1940-41, 1941-42 and 1942-43.
THEATRE	TERMS
	Selection of 12 pictures released and/or produced for the above seasons:
	4 @ 80.00 3-3 Days
ROCHESTER	Balance @ 37.5% 3-3 "
Liberty Theatre	
	GUARANTEE: Second run. 21 days over subsequent runs. (14 days ahead of Palace, Astor, Rnb, Sea Breeze, N. Y. 20 days ahead of Hollywood Theatre.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Exline Enterprises Corp.)

7234

C 181 (21 to 1)

DEAL SHEET 11/19/40

C 181 (21)

COLUMBIA 4/5/42

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 36 pictures released and/or produced for the above seasons:			
	4	@	75.00	2-3 Days
ROCHESTER	5	@	50.00	2-3 "
Madison Theatre	8	@	35.00	2-3 "
	Balance	@	22.50	2-3 "

CLEARANCE: (14 days after State or Dixie, third run if and as available. State or Dixie must play within 14 days of second run of this clearance will be waived.) 7 days ahead of all subsequent runs if played within 14 days of availability or clearance waived.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Rhine Enterprises Corp.)

7235

5032

C 181(22) DEAL SHEET 11/19/40

COLUMBIA 4/3/42 Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 26 pictures released and/or produced for the above seasons:			
	4	0	75.00	2-3 Days
ROCHESTER	5	0	50.00	2-3 "
	6	0	35.00	2-3 "
Monroe Theatre	Balance	0	25.00	2-3 "

CLEARANCE: (14 days after State or Dixie, third run if and as available. State or Dixie must play within 14 days of second run or this clearance will be waived.) 7 days ahead of all subsequent runs if played within 14 days of availability or clearance waived.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Rhine Enterprises Corp.)

T226

5083

C181(2-54

DEAL SHEET

11/19/40

COLUMBIA

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 22 pictures released and/or produced for the above seasons:			
	4	0	125.00	2-3 Days
ROCHESTER	8	0	62.50	2-3 "
	Balance	0	40.00	2-3 "
Riviera or Liberty Theatre				

CLEARANCE: Second run. 21 days over subsequent runs. (14 days ahead of Hudson, Astor, Rib. Sea Breeze, N. Y. 30 days ahead of [redacted] Hollywood Theatre.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Exhibitor Interplaces Corp.)

7227

5084

FINAL SHEET 11/19/40

C181(24) V(E.C181(24)

COLUMBIA

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 12 pictures released and/or produced for the above seasons:			
	8	%	40.00	2-3 Days
ROCHESTER	Balance	%	30.00	2-3 "
State Theatre				

CLEARANCE: Second run. 21 days over subsequent runs. 30 days ahead of Plaza Theatre.

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Rhine Enterprises Corp.)

7228

0181(25) 11/19/40
N.Y.C. 181(25) Contract

ROCHESTER 4/24/41	Season 1940-41, 1941-42 and 1942-43.
THEATRE	TERMS

Selection of 40 pictures released and/or produced for the above seasons:

6	@	25.00	2-3 Days
8	@	20.00	2-3 "
20	@	15.00	2-3 "
6	@	12.50	2-3 "

ROCHESTER

Webster Theatre

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Paine Enterprises Corp.)

7229

5086

C181(26) 11/19/40

DEAL SHEET

[redacted] 4/3/41

THEATRE

Seasons: 1940-41, 1941-42 and 1942-43,

TERMS

Selection of 26 pictures released and/or produced for the above seasons:

6	@	45.00	2-3 Days
8	@	30.00	2-3 "
8	@	20.00	2-3 "
Balance	@	12.50	2-3 "

[redacted]

West End Theatre

REMARKS: Open booking with Arnott Theatre.

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Monogram Enterprises Corp.)

T200

11/19/40.

C181(27) FINAL SHEET Pl & C 181(27) Amend

COLUMBIA

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 12 pictures released and/or produced for the above seasons:
SALINAS, Andrews Theatre	4 @ 35.00 2-3 Days
	8 @ 45.00 2-3 "
	Balance @ 37.50 2-3 "

REMARKS: [redacted] 30 days ahead of Little Valley, Randolph, Millcottville and Franklinville. Open booking with Olean.

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Skouras Enterprises Corp.)

7231

5038

11/19/43.

C 181 (28) [redacted] P.I. C 1P1 (-8)

[redacted] 11/3/43 Seasons 1942-43, 1943-44 and 1944-45.

[redacted]	[redacted]
	Selection of 18 pictures released and/or produced for the above seasons
	4 @ 50.00 2-3 Days
[redacted] MILLS	8 @ 35.00 2-3 "
Strand [redacted] Theatre	Balance @ 17.50 2-3 "

[redacted] 30 days ahead of Interstate. 120 days over second run.

ACCEPTED [redacted] (Distributor)

ACCEPTED [redacted] (Orpheum Enterprises Corp.)

7223

5089

C181(29) DEAL SHEET 11/29/40 U.A. C-181(29)

COLUMBIA 4/2/42 Seasons: 1940-41, 1941-42, 1942-43

THEATRE	TERMS
	Selection of 40 pictures released and/or produced for the above seasons:
	3 @ 35% 2-3 Days
	5 @ 30% 2-3 "
	4 @ 75.00 2-3 " (if 75.00 represents more than 25% of the gross, picture to be settled at 25%)
CAMBRIDGE, MD	
Arcade or State Theatre	6 @ 40.00 2-3 Days
	Balance @ 22.50 2-3 " "
	16 Westerns @ 20.00 2-3 " "

CLEARANCE:

ACCEPTED Louis Weiss
(Distributor)

ACCEPTED .....
(Rhine Enterprises Corp.)

T283

5030

C181(70) U.A. C181(30) REAL SHEET 11/10/40

COLUMBIA Seasons: 1940-41, 1941-42, 1942-43

THEATRE		TERMS	
	Selection of 32 pictures released and/or produced for the above seasons:		
EASTON, Md. Avalon or New Theatre	6	40.00	2-3 Days
	8	35.00	2-3 "
	10	25.00	2-3 "
	Balance	22.50 (if any $22.50 pictures play Music Hall or New Theatre, price to be $12.50 - 2-3 Days.)	2-3 "
	10 Westerns	15.00	2 Days
	6 Westerns	12.50	2 "

CLEARANCE: Ahead of St. Michaels and Hurlock.

ACCEPTED: [signature] (Distributor)

ACCEPTED: [signature] (Exhibitor Interprises Corp.)

7234

5031

C181(31). FINAL SHEET 11/19/40

U.S.C. 181(31)

SOLVENIA	Seasons: 1940-41, 1941-42, 1942-43
THEATRE	TERMS

Selection of 25 pictures released and/or produced for the above seasons:

6	8	35.00	2-3 Days
6	8	20.00	2-3 "
Balance	8	15.00	2 "

FREDERALSBURG, Md.

Any westerns used to apply against $15.00 commitment.

Federal Theatre

CLEARANCE: Ahead of Harlock.

ACCEPTED ..... (Exhibitor)

ACCEPTED ..... (Select Attractions Corp.)

TITLE

5032

C 191(7a) Rel. Sheet 11 & C 191(32) 12/29/42

SOUTHSIDE 1/2/46	Seasons 1942-43, 1943-44, 1944-45
THEATRE	TERMS
	Selection of 23 pictures released and/or produced for the above seasons
	6 @ 30.00 2-3 Days
	7 @ 30.00 2-3 "
	Balance @ 22.50 2-3 "
MILFORD, Del.	6 Westerns @ 15.00 2-3 "
Plaza Theatre	

CHARACTER:

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Rhine Enterprises Corp.)

7256

47

6191(33) [illegible] 11/19/40

W. H. C-191(33) [illegible]

[illegible]	Summer 1940-41, 1941-42, 1942-43
THEATRE	TERMS

Selection of 16 pictures released and/or produced for the above seasons

3	0	35%	2-3 Days
7	0	30%	2-3 "
4	0	50.00	2-3 "
Balance	0	30.00 (20.00 if Wicomico)	2-3 " 2-3 Da)
16 Westerns	0	30.00	2-3 "

SALISBURY, Md.

Arundo or Wicomico Theatre

CLEARANCE: 14 days ahead of Berlin, Snowhill, Princess Anne and Ocean City - if played 14 days after national release date.

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Ephrata Interprises Corp.)

7287

5034

C181(454) [illegible] 10/5/40

4/2/43

Columbia - Wave 1

5 @ 75 1-2 day

5 @ 12.50 1-2

Bale 10 1-2

Salisbury Selection 15 section

Md 16 Western 6 12.50 1-2

Season 1940-41

ACCEPTED [signature]

ACCEPTED [signature]

(Columbia Enterprises Corp.)

11/19/45.

C 181 (35) [illegible] C 181 (35) [illegible]

4/2/42

SUBJECT: Movement 1941-42, 1942-43 and 1943-44.

Selection of 35 pictures released and/or produced for the above movies:

ARIZONA (Col.)	2	@	[illegible]	2-3 Days
	2	@	225	2-3 "
	2	@	80.00	2-3 "
Opera House or Palace	2	@	80.00	2-3 "
	Released	@	25.00(2-3 Days) 20.00(1 Day)	
	12 Westerns	@	20.00	1-2 "

RECOMMENDATION: [illegible] Final run, 7 days ahead of Londonville, Ind. and New Island. 30 days for second run.

APPROVED: [signature] (Manager)

APPROVED: [signature] (Johns Enterprises Corp.)

7209

5036

11/19/40

C 191(36) DEAL SHEET

COLUMBIA

Seasons: 1940-41, 1941-42 and 1942-43.

TERRITORY	TERMS
	Selection of 15 pictures released and/or produced for the above seasons:
	1 @ 60.00 2-3 days
	7 @ 40.00 2-3 "
BELLEFONTAINE, Ohio	Balance @ 22.50 2-3 "
Rollan Theatre	
	Clearance: 30 days ahead of Lakeview, DeGraff and West Liberty.

ACCEPTED .....
(Exhibitor)

ACCEPTED .....
(Regina Interprises Corp.)

TDC

11/19/40.

C.181(37) DEAL SHEET

THEATRE	[illegible]
COLUMBIA	Seasons: 1940-41, 1941-42 and 1942-43.

Selection of 40 pictures released and/or produced for the above seasons:

BOWLING GREEN (Ohio)	6	60.00	3-3 Days
	8	40.00	3-3 "
Classi or Lyric Theatre	14	25.00 15.00(if Lyric)	3-3 " 3-3 "
	Balance	17.50 12.50(if Lyric)	3-3 " 3-3 "

(WESTERNS can be used in place of lower allocated pictures)

CLEARANCE: [redacted] first run.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Exxine Enterprises Corp.)

1941

5098

DUAL SHAFT

3171(39)

COLUMBIA — Seasons 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 28 pictures released and/or produced for the above seasons
	3 @ 115.00 Flat Term
	4 @ 80.00 Flat Term
BUCYRUS (Ohio)	7 @ 35.00 Flat Term
Bucyrus or State or Southern	Balance @ 30.50 Flat Term
	6 Westerns @ 17.50 Flat Term

CLEARANCE: Same exchange zone First run. 30 days over second run.

ACCEPTED .....
(Signature)

ACCEPTED .....
(Ohio Interprise Corp.)

7343

11/19/40.

FILM SHEET C 181(39)

COLUMBIA Season 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 28 pictures released and/or produced for the above personal
DELAWARE (Chile)	4 B 75.00 [illegible]
	8 C 50.00 [illegible]
	5 B 40.00 25.00(12 Star) [illegible]
	49 B 25.00 17.50(12 Star) [illegible]
Strand or Star Theatre	Balance C 20.00 [illegible]
	13 Veteran B 15.00 [illegible]

CLEARANCE: [illegible] First run.

ACCEPTED [signature] (Distributor)

ACCEPTED [signature] (Theatre Interests Only)

7348

5100

11/19/40.

C 181 (40)

FINAL SHEET

P.I. & C-181(40) - Found

POSTORIA

4/744

Seasons 1940-41, 1941-42 and 1942-43.

TERRITORY	TERMS
	Selection of 37 pictures released and/or produced for the above seasons:
POSTORIA (Ohio)	3 @ 35% 2-3 Days
	5 @ 30% 2-3 "
State or Civic or Navy	3 @ 25% 2-3 "
	9 @ 20.00 2-3 "
	Balance @ 15.00 2-3 "
	25.00(if Civic) 2-3 "
	16 Westerns @ 17.50 2-3 "

CLEARANCE: [redacted], first run, 30 days over second run, 7 days over third.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Rialto Theatres Corp.)

7946

11/19/40.

C181 (419) TRIAL SHEET V.H.C. 181/41

COLUMBIA 4/3/42. Seasons 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 36 / pictures released and/or produced for the above seasons:			
KBEW(Ohio) (Sperr-House)	4	115.00	2-3-4	Days
	8	80.00	2-3-4	"
RAVENNA (Ravenna)	16	27.50	2-3-4	"
	Balance	17.50	2-3-4	"
	12 Westerns	15.00	2-3-	"

REMARKS: [redacted] First run. 90 days over second run.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

7248

5102

11/19/40.

C191(42) FINAL SHEET

SOLVENIA	Seasons: 1940-41, 1941-42 and 1942-43.
THEATRE	TERMS
	Selection of 15 pictures released and/or produced for above seasons:
KBWN(Ohio) (Opera House)	4 @ 60.00 2-3 Days
	6 @ 40.00 2-3 "
	5 @ 22.00 2-3 "
RAVENNA (Ravenna)	Additional pictures price to be @ 15.00 2-3 "

Renewal

GUARANTEE: Second run.

ACCEPTED: .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

TSAS

5103

11/19/40.

C 181(43).

DEAL SHEET

COLUMBIA

Re seas: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 24 pictures released and/or produced for the above seasons:			
NORWALK (Ohio)	2	8	75.00	2-3 Days
	4	6	60.00	2-3 "
Terms or House Theatre	8	8	40.00	2-3 "
	6	8	30.00	2-3 "
	Balance	8	20.00	2-3 "
	12 Westerns	8	17.50	2-3 "

CLEARANCE: First run. 7 days over Huron, New London, Willard, and Milan. 90 days over second run.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Rhine Enterprises Corp.)

7267

5104

22/10/40

C 181(44) FINAL COPY M. G. C-181(44) Continued

COLUMBIA 4/5/44 Reissue: 1940-41, 1941-42 and 1942-43,

TERMS	TERMS
	Selection of 26 pictures released and/or produced for above seasons:
	5 @ 20% 2-10 Days
FIFTH (Ohio)	3 @ 20% 2-5 "
Rite or Riffin or Grand	20 @ $0.00 2-5 " (14 of these $0.00 pictures can be played at the Grand or Riffin @ $7.00.)
	6 Westerns @ $8.00 3-5 Days

CLEARANCE: First run. 90 days over second run.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Schine Enterprises Corp.)

7548

11/19/46.

C181(45) FINAL SHEET Pl. & C. 181(45)

COLUMBIA — Seasons: 1940-41, 1941-42 and 1945-46.

THEATRE	TERMS
	Selection of 20 pictures released and/or produced for the above seasons:
	2 @ 100.00 2-3 Days
VAN NUYS (Calo)	2 @ 75.00 2-3 "
	2 @ 50.00 2-3 "
Strand or Van Nuys Theatre	Balance @ 30.00 2-3 " 30.00(to Strand) 2-3 "
	12 Westerns @ 15.00 2-3 "

CLEARANCE: First run. 90 days over second run.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Golden Enterprises Corp.)

7248

5106

C181 (46) DEAL SHEET 11/13/40

COLUMBIA	4/3	Seasons:	1940-41, 1941-42, 1942-43

THEATRE	TERMS
	Selection of 40 features released and/or produced for the above seasons
	3 — 35% — 2-3 Days
	7 — 3 — 40.00 — 2-3 " 4 — 4 — 40.00 — 2-3 "
	4 — 6 — 40.00 30.00 (if Ohio) — 2-3 "
ATHENS, Ohio	22 — 8 — 30.00 22.50 (if Ohio) — 2-3 Days 2-3 "
Athens or Ohio or Court Theatre	16 Westerns — 8 — 15.00 — 1-2 Days

CLEARANCE: First run. 14 days over Nelsonville. 30 days clearance after national release date in Athens County.

ACCEPTED: ..... (District Manager)

ACCEPTED: ..... (Columbia Enterprises Corp.)

VIEWED

5107

C 181 (87) DUAL SHEET 11/10/43

COLUMBIA Seasons: 1941-42, 1942-43

Title	TERMS
	Selection of 10 pictures released and/or produced for the above seasons:
	4 — 35% — 2 Days
	5 — 40.00 — 2 "
	6 — 25.00 — 2 "
GORDON, Dr.	Balance — 15.00 — 2 "
Riverdance or Kentucky or Fly Theatre	16. Veterans — 12.50 — 2 "

CLEARANCE: First run. 60 days over accessories.

ACCEPTED .....
(Exhibitor)

ACCEPTED .....
(Columbia Enterprises Corp.)

VIA

5108

C101(44) [illegible] 11/30/50

[illegible] [illegible] 1950-51, 1951-52 and 1952-53

[illegible] [illegible]

Selection of 20 gateway restaurant and/or [illegible] for the above contract

3	0	22.50	1-2 Days
5	0	15.00	1-2 "
12	0	12.50	1-2 "

[illegible]

[illegible]

[illegible] 45 days after 1st rem.

ACCEPTED [illegible] (Distributor)

ACCEPTED [illegible] (Golden Enterprises Corp.)

C 191(99) 2nd RUN 11/19/42

[redacted] 4/4/42 Reviews 1940-1a, 1941-1a and 1942-1j

[redacted] TERMS

Selection of pictures released and/or produced for the above combines

No picture combination.

3	C	35%	1-1 Days
5	B	30%	1-1 "
4	C	135.00	1-1 "
Balance	C	50.00	1-1 "
16 Features			
(2	B	50.00	1-2 Days
(2	B	35.00	1-2 "

[redacted] Mgr.

Exclusive or Non All or Second or Subs Theatre

Rank Run

CLEARANCE First run, 60 days over second run at State, 30 days over Opera House and Ada Theatre.

ACCEPTED [redacted]
(Distributor)

ACCEPTED .....
(Picture Acceptance Corp.)

0 [redacted]

5110

C 191(50) RENTAL SHEET 11/19/40

C 191(50)

LOEW'S [redacted] Season: 1940-41, 1941-42 and 1942-43

THEATER TERMS

Selection of 40 pictures released and/or produced for the above seasons:

4	100.00	2-3 Days
6	75.00	2-3 "
Balance	35.00	2-3 "
16 Westerns	25.00	2-3 "

LEXINGTON, Ky.

Strand or State or Opera House Theatre

Second Run

CLEARANCE

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Loew's Incorporated Corp.)

TERMS

C181(51)

DEAL SHEET 11/19/40

COLUMBIA Seasons: 1940-41, 1941-42 and 1942-43

THEATRE	TERMS
	Selection of 25 pictures released and/or produced for the above seasons.
	6 @ 27.50 2-3 Days
	8 " 22.50 2-3 "
	6 " 17.50 2-3 "
LEXINGTON, Ky.	Balance 9 " 15.00 2-3 "
State or Owen Rowe	
ird Run	

REMARKS:

ACCEPTED: Louis Weinberg
(Signature)

ACCEPTED: [illegible]
(Saenz Enterprises Corp.)

7208

5112

11/30/40.

C 191(5 b) [illegible] U.S.C. 191(6-)

[illegible]

[illegible]

[illegible]

5113

C181 (53)

REAL. SERVICE 11/28/50

VC(5)3181(53)

SOLELNA	Selection 1952-53, 1951-52 and 1950-51
THEATRE	TERMS

Selection of 32 pictures released and/or produced for the above consumer.

4	@	50.00	2-3 Days
6	"	30.00	2-3 "
6	"	25.00	2-3 "
Balance	@	17.50	2-3 "
16 Westerns	@	17.50	1-2 "

MAYSVILLE, Ohio

Russell or Washington Theatre

CLEARANCE: First run. 14 days over Flemingsburg and Augusta, Ripley, Manchester and Brookville 60 days over second run.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Selznick Enterprises Corp.)

TEST

5114

DEAL SHEET 11/19/40

C 191(54) Pi 4 C 181(54) Amended

COLUMBIA	Seasons 1940-41, 1941-42 and 1942-43.
THEATRE	TERMS

Selection of 7th victories released and/or produced for the above seasons:

6	@	50.00	1-2 Days
5	@	30.00	1-2 "
6	@	22.50	1-2 "
4	@	17.50	1-2 "
16 Westerns	@	12.50	1-2 "

Any additional pictures used, price to be $15.00.

MIDDLESBORO, Ky.

Roxboro or Bronco Theatre

CLEARANCE

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Dallas Enterprises Corp.)

TERMS

5115

11/19/40

C181(55) PT. 4 C-181(66)

VIRGINIA — Seasons 1940-41, 1941-42, 1942-43

DEALER	TERMS
	Selection of 22 pictures released and/or produced for the above seasons:
	3 @ 35% 2 Days
	7 @ 32.50 2 "
	6 @ 20.00 2 "
PARIS, Ky.	6 @ 15.00 2 "
Reserve	Balance @ 12.50 2 "
Reserve or Paris	16 Westerns @ 12.50 1-2 Days

CHARACTER: First run.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Jahns Enterprises Corp.)

7200

5116

C181(56)

11/19/40

TRIAL SHEET

M & C 181(56)

COLUMBIA

Seasons: 1940-41, 1941-42 and 1942-43

THEATRE

TERMS

Selection of 25 pictures released and/or produced for the above seasons:

4	•	110.00	3-4 Days
10	•	50.00	3-4 "
4	•	40.00	3-4 "
Balance	•	22.50 30.00(if Plows)	2-3 2-3 Days
6 Westerns	•	20.00	1-2 Days

PIQUA, Ohio

Plaza or Miami Theatre

CLEARANCE: Open availability with Troy, Sidney and Greenville.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Ohio Enterprises Corp.)

T2B7

C181(57)

DEAL SHEET 11/19/40

~~U.S. v. C181(57)~~

COLUMBIA

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 22 pictures released and/or produced for the above seasons:			
	3	35%	2 Days	
	7	37.50	2 "	
	Balance	20.00	2 "	
	16 Westerns	12.50	2 "	
RICHMOND, Ky.				
Madison Theatre				
	CLEARANCE: First run.			

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Rhine Enterprises Corp.)

7261

5118

DEAL SHEET 11/19/40

C181(58) L.H. C181(58) [illegible]

COLUMBIA 4/13/42	Seasons: 1940-41, 1941-42 and 1942-43.
THEATRE	TERMS

Selection of 32 pictures released and/or produced for the above seasons:

AMSTERDAM

Malto or Strand Theatre

5	@	20%	2-3 Days
5	@	20%	2-3 "
5	@	20%	2-3 "
13	@	75.00	2-3 "
Balance	@	50.00	2-3 "
12 Westerns	@	50.00	2-3 "

REMARKS: 30 days ahead of Brendelin, Rankin and Johnstone.

ACCEPTED: Louis Weinberg
(Metropolitan)

ACCEPTED: [signature]
(Fabian Enterprises Corp.)

7282

[redacted] 1/22/41.

[redacted]

Civil(5) Lt. & Civil(3) Instant

[redacted]	Amount 1940-41, 1941-42 and 1942-43.
[redacted]	[redacted]
	Selection of 18 pictures released and/or produced for the above amounts
	4 @ 20.00 3-5 Days
BALTIMORE	8 @ 20.00 3-5 "
Capitol Theatre	5 @ 12.50 3-5 "

REMARKS: Same as last year.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

7368

5120

DEAL SHEET

C.181 (60) W.E.C.181(60) Auckland

COLUMBIA 4/5/44

TERRITORY

Carthage

Strand
Theatre

TERMS

Season: 1943-44, 1942-43 and 1941-42.

Selection of 20 pictures released and/or produced for the above seasons

4	@	60.00	2-3 Days
6	@	40.00	2-3 "
6	@	20.00	2-3 "
Balance	@	10.00	1-2 "
8 Westerns	@	10.00	1-2 "

CLEARANCE: 90 days over City of Carthage. 14 days over Louville.

ACCEPTED ..... (Distributors)

ACCEPTED ..... (Ozone Enterprises Corp.)

T264

C 191(61) [illegible] 11/10/60

[illegible] 4/14/61 [illegible] 1959-60, 1960-61 and 1961-62.

[illegible]

Selection of [illegible] pictures released and/or produced for [illegible] season:

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

[illegible] [illegible] [illegible]

[illegible] [illegible]

[illegible] [illegible]

[

5122

C191 (62) [illegible] 11/20/62

[illegible] 11/9/62 Renewal 1962-63, 1963-64 and 1964-65.

[illegible]

Selection of 36 vitamins released and/or produced for the above concern:

[illegible] 30.00 3-6 Days

Balance " 17.50 3-5 "

(Taylor Theatre)

[illegible] Reel Pix. 60 days ahead of [illegible] Pix.

APPROVED [signature]

APPROVED [signature] (Allied Theatres Corp.)

7265

B 191(67)

11/10/43

[redacted] Ft. Knox

[redacted] Contract 1040-41, 1042-43 and 1043-44.

[redacted]

Selection of [redacted] pistons released and/or produced for [redacted] account:

[redacted]	[redacted]	[redacted]	3-8 Days
[redacted]	[redacted]	[redacted]	3-8 "
[redacted]	[redacted]	[redacted]	3-8 "
[redacted]	[redacted]	[redacted]	3-8 "
[redacted]	[redacted]	[redacted]	3-8 "
[redacted]	[redacted]	[redacted]	3-8 "

Date of Shipment

[redacted] 30 days over Schedule. 30 days over Schedule, Highfield, Cambridge Path, Stain, Barkville and Cambridge.

[redacted] Fred Wentzel
(Chairman)

ACCEPTED: [redacted]
(Chrysler Corporation)

7207

5124

11/12/43.

C 191(44) [illegible]

[illegible] Season 1943-44, 1944-45 and 1945-46.

[illegible]

Selection of _____ pictures released and/or produced by the above concerned

If rented

[illegible] 0 [illegible] 0 [illegible] 25.00 [illegible] 2-5 Days

Balance 0 25.00 1-2 "

[illegible]

Opposition Theatre

Second Run

[illegible] to be played within the Zone of run clearance of Glenfarville over Johnstown.

ACCEPTED [illegible] Distributor

ACCEPTED [illegible] (Cohoes Enterprises Corp.)

7200

1/22/43.

DEAL SHEET

C 181(43) M. & C 181(43) [illegible]

4/6/43

Renewal 1942-43, 1943-44 and 1944-45.

TERMS	TERMS
GRANVILLE Festival Theatre	Selection of 52 pictures released and/or produced for the above seasons 6 @ 40.00 3-5 Days 6 @ 25.00 3-5 " 3 @ 18.00 3-5 " 8 @ 12.00 3-5 "

REMARKS: Same as last year.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Odeon Enterprises Corp.)

7300

C/81 7 (PC) DEAL SHEET 11/19/40

COLUMBIA Seasons: 1940-42, 1941-43 and 1942-44.

THEATRE	TERMS			
	Selection of 20 pictures released and/or produced for the above seasons:			
HAMILTON (State Theatre)	4	@	45.00	2-3 Days
	4	@	25.00	2-3 "
	8	@	20.00	2-3 "
	Balance	@	15.00	2-3 "

CLEARANCE: 21 days ahead of Waterville and Oriskany Falls.

ACCEPTED .....
(Exhibitor)

ACCEPTED .....
(Columbia Exchange Corp.)

7270

5127

REAL SHEET 11/19/40

C181(67) M&C181(67)

COLUMBIA 4/3/41	Seasons: 1940-41, 1941-42 and 1942-43.
THEATRE	TERMS
HERRINGS Liberty Theatre	Selection of 15 pictures released and/or produced for the above seasons: 5 @ 100.00 3-5 Days 5 @ 75.00 3-5 " 5 @ 50.00 3-5 " Balance @ 30.00 3-5 "
	REMARKS: 21 days from last date of first run Union. 14 days ahead of Frankfort and Mohawk.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

7271

5128

C181(68) DEAL SHEET 11/19/40

COLUMBIA 4-3-42 Seasons: 1940-41; 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 20 pictures released and/or produced for the above seasons: D
HUDSON FALLS Strand Theatre	4 @ 45.00 2-3 Days 3 @ 35.00 2-3 " Balance @ 15.00 2-3 "
	D
	CLEARANCE: 14 days after first run Glens Falls. 14 days ahead of Fort Edward.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Sabine Enterprises Corp.)

7272

C 191 (69) DEAL SHEET 11/19/40

C O L U M B I A Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 26 pictures released and/or produced for the above seasons:			
	2	@	80.00	2-3 Days
I L I O N	4	@	80.00	2-3 "
Capitol Theatre	5	@	25.00	2-3 "
	Balance	@	20.00	2-3 "
	6 Westerns	@	17.50	1-2 "

CLEARANCE: 10 days after Herkimer. 30 days ahead of Mohawk and Frankfort. 21 days ahead of Richfield Springs.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

7273

5130

C 181 (70) DEAL SHEET 11/19/40

C 181 (70)

COLUMBIA 4/3/42 Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 24 pictures released and/or produced for the above seasons:
LITTLE FALLS Rialto Theatre	4 @ 75.00 3-5 Days 5 @ 50.00 2-3 " 7 @ 30.00 2&3 " Balance @ 20.00 2-3 " 12 Westerns @ 20.00 1&2 "

CLEARANCE: 90 days over City of Little Falls. 14 days over Port Plain. 30 days ahead of St. Johnsville and Dolgeville.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Rhine Enterprises Corp.)

7274

C181(71) RUN SHEET 11/19/40

M.G.M. C.181(2) Stock

COLUMBIA 4/3/42

THEATRE	TERMS			
	Seasons: 1940-41, 1941-42 and 1942-43.			
	Selection of 15 pictures released and/or produced for the above seasons:			
	4	@	65.00	2-3 Days
	8	@	40.00	2-3 "
MALONE	Balance	@	20.00	2-3 "
Malone Theatre	12 Westerns	@	15.00	1-2 "

CLEARANCE: 30 days ahead of Brushton, Chateaugay and Port Covington.
60 days over second run.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Rhine Enterprises Corp.)

7275

5132

COLUMBIA

4/22/41

DEAL SHEET

C181(72) U.E.C181(72) ~~Universal~~

~~4/3/42~~

Season: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 16 pictures released and/or produced for the above seasons
	3 @ 75.00 3-3 Days
KOSHKONONG	7 @ 40.00 3-3 "
State Theatre	5 @ 20.00 3-3 "

CLEARANCE: Same as last year.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

7276

5133

C181(73) DEAL SHEET 11/19/40

P/U C-65(73) Contract

COLUMBIA 11/2/40

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS			
	Selection of 17 pictures released and/or produced for the above seasons:			
	3	@	100.00	2-3 Days
OGDENSBURG	7	@	50.00	2-3 "
	Balance	@	35.00	2-3 "
Strand or Pontiac Theatre	4 Westerns	@	22.50	1-2 "

CLEARANCE: 30 days ahead of Waddington, Gouverneur and Norwood.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

7277

5134

C 191(74) DEAL SHEET 11/19/40

COLUMBIA 11/25/40

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 29 ~~pictures~~ released and/or produced for the above seasons:
	3 @ 30% 2-3 Days
	8 @ 30% 2-3 "
	2 @ 30.00 2-3 "
	7 @ 30.00 2-3 "
	Balance @ 25.00 2-3 "
	16 Westerns @ 25.00 1-2 "
ONEONTA	
Oneonta or Palace Theatre	

CLEARANCE: 30 days ahead of Norris, Guild, Hartwick and Worcester. 14 days ahead of Cooperstown and Sidney.

ACCEPTED: ..... (Distributor)

ACCEPTED: ..... (Schine Enterprises Corp.)

7278

5135

C-181(75) 11/10/43

Pl. Ex. C-181(75) for Ident.

Renewal 1939-40, 1940-41 and 1941-42.

Selection of 37 electors released and/or purchased for [redacted] contract:

4	@	75.00	2-½ Days
5	@	65.00	2-½ "
Balance	@	35.00	2-½ "

Remarks: 35 days short of Sales Plaintiff with open booking during the periods of June 18th to Sept. 18th; Dec. 18th to Feb. 18th. 90 days over Exclusive Inn.

ACCEPTED .....
(Electrolaser)

ACCEPTED .....
(Exclusive Interpreters Corp.)

7979

C-181(76) FINAL SHEET 11/10/50

U.S.C-181(76) Lieut

[redacted] Seasons: 1949-50, 1950-51 and 1951-52.

THEATRE	TERMS
	Selection of 10 victures released and/or produced for the above seasons:
[redacted] Ohio Theatre	4 @ 50.00 2-3 Days 6 @ 35.00 2-3 " 6 @ 25.00 2-3 " Balance @ 15.00 2-3 " 6 Westerns @ 10.00 1-2 "
	REMARKS: 30 days ahead of Print and Sun Vount.

ACCEPTED ..... (Distributor)

ACCEPTED ..... (Brigham Enterprises Corp.)

V280

5137

C 191(77) [redacted] 11/19/48

[redacted] Seasons: 1948-49, 1949-50 and 1950-51.

[redacted]

Selection of 24 pictures released and/or produced for the above seasons:

3	@	$50,00	2-3 Days
3	@	125,00	2-3 "
4	@	100,00	2-3 "
4	@	85,00	2-3 "
4	@	75,00	2-3 "
Balance	@	50,00	2-3 "
13 Westerns	@	35,00	2-3 "

[redacted]

Avon or Olympia Theatre

CLEARANCE: 30 days ahead of Akron, Rochester Harbor, Antwerp, Philadelphia, Boston and Syracuse. 60 days first run over second run.

ACCEPTED .....
(Distributor)

ACCEPTED .....
([redacted] Enterprises Corp.)

7281

5138

C 181 (78) DEAL SHEET 11/10/40.

COLUMBIA 4/3/41 Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of _____ pictures released and/or produced for the above seasons:
	(Pictures that play the Avon first run, to be played second run at the Olympic.)
WATERTOWN	6 @ 25.00 2-3 Days
Olympic Theatre	8 @ 22.50 2-3 "
	Balance @ 17.50 2-3 "

GUARANTEE: Second run. 60 days ahead of third run.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Skouras Enterprises Corp.)

7288

5139

COLUMBIA 1/22/41.

DUAL SHAFT

C 131 (79) 1-2 C 87-1-(79) Invoice

Seasons: 1940-41, 1941-42 and 1942-43.

THEATRE	TERMS
	Selection of 18 pictures released and/or produced for the above seasons:
WHITEHALL Capitol Theatre	4 @ 35.00 2-3 Days 6 @ 22.50 2-3 " 8 @ 15.00 2-3 "

CLEARANCE: Same as last year.

ACCEPTED .....
(Distributor)

ACCEPTED .....
(Schine Enterprises Corp.)

7283

[fol. 7284] EXHIBIT S-73

Lockport, New York,
October 10th, 1936.

Palace Lockport Corp., Seneca Theatres, Inc., Schine Realty Corporation.

GENTLEMEN:

In consideration of the purchase by you of certain interests in the Palace Theatre at Lockport, New York, we, and each of us, will not, at any time during the period ending October 10th, 1946, directly or indirectly, under any circumstances or conditions whatsoever, engage in, or be, or become interested, in any relation or capacity, in any sound and/or motion picture theatre, vaudeville theatre, theatre or place of amusement of any kind in the City of Lockport, New York.

Very truly yours, Nikitas Dipson, John R. Osborne, Peter Grafiades.

Witness: Warren F. Thompson.

[fol. 7285] EXHIBIT S-74

Lexington, Kentucky,
January 11, 1939.

It is mutually agreed by and between the undersigned, who constitute the present stockholders of the Phoenix Maysville Theatre Company, that they or any of them will not engage, either directly or indirectly, personally or by partnership, stockownership, employment, or otherwise, in the business of exhibiting motion pictures or in the picture show business or any other branch of the theatre business within the City of Maysville, Kentucky, for a period of fifteen (15) years after January 11, 1939, but nothing herein contained shall prevent Phoenix Maysville Theatre Company from opening and operating additional theatres within said limits, if within the judgment of its Board of Directors it should desire to do so.

This agreement is executed in triplicate, each to have the full force and effect of an original, this the 11th day of January, 1939.

Jack Frisch, Sam Kaplin, J. Meyer Schine, by Louis Lazar.

[fol. 7286] EXHIBIT S-75

January 14, 1939.

Phoenix Amusement Company, Lexington, Kentucky.

GENTLEMEN:

In consideration of your execution of the leases covering the Brownie Theatre and the Manring Theatre, Middlesboro, Kentucky, respectively, and of the loan of Fifty-five Thousand Dollars ($55,000.00) which you have caused to be made to us or for our benefit, and of the sum of One Dollar ($1.00) and other good and valuable consideration, to each of us in hand paid, the receipt whereof is hereby acknowledged, we do hereby jointly and severally covenant and agree that we will not, nor will either of us, directly or by partnership, stock ownership, employment, or otherwise, engage or become interested in the operation of any motion picture theatre or theatres, or in the exhibition of any motion pictures or other theatrical performances or exhibitions, in the City of Middlesboro, Kentucky, for a period of fifteen (15) years from the date hereof, provided that lessee has not breached any covenants of said leases.

Charles O. Brown (L.S.). Bessie O. Brown (L.S.).
Chas. O. Brown, Jr. (L.S.).

Witness: Wm. W. Townsend.

[fol. 7287] EXHIBIT D-1

Stage and Screen Attractions

Emerson W. Long & Son, Mgrs.

MEMORIAL THEATRE

The House of Perfect Sound

Mt. Vernon, Ohio

Nov. 8, 1935.

Mr. I. J. Schmertz, Twentieth Century-Fox Corp., Cleveland, O.

DEAR MR. SCHMERTZ:

Just a tip, that our opposition have closed their Lyric theatre for all but week end shows, when they are running second-run product.

We have been standing them up and have them coming, especially with our stage shows we now put on once a week; we are reliably informed that at least two of the major producers are getting pretty sore on account of double-featuring at the Vine.

If your company wants representation in the best house in Mt. Vernon with 1100 seats against 560 at the Vine, we are in a position to do business on all or part of your product.

We have all the product we can use until after the first of the year when we will have some dates for outstanding product.

Just giving you the above for what it is worth that you may pass same along th New York—in case.

Sincerely yours, E. W. Long, Manager, Memorial Theatre.

We showed to 2600 people Tues and Wed of this week.

EWL.

[fol. 7288] EXHIBIT D-2

Stage and Screen Attractions

Emerson W. Long & Son, Mgrs.

MEMORIAL THEATRE

The House of Perfect Sound

Mt. Vernon, Ohio

Oct. 30, 1935.

Mr. E. L. McAvoy, R.K.O. Bldg., New York, N. Y.

DEAR MR. MCAVOY:

You might be interested to know that our opposition (Schines) have closed their Lyric theatre here, except for Saturdays when they run second-run product.

We have more than doubled our attendance in the last month with our 1100 seat house at 20 and 30¢ admissions; we are featuring stage attractions with mid-week shows and are getting the crowds.

We can still use another block of good screen product and give you a break no one else can in Mt. Vernon on your better pictures.

Are also holding a place for your product at Cadiz providing we can get together here, and as promised we are giving you first chance in taking care of us.

We have a real show house and your Cleveland office can tell you about our equipment and ability to put on shows.

This is a home owned and managed proposition now and the public are giving us support that they will not give to the chain outfit.

With kindest personal regards beg to remain

Yours truly, Emerson W. Long.

[fol. 7289] EXHIBIT D-3

Always a Good Show E. W. Long & Sons, Mgrs.

HIGHWAY THEATRES

Western Electric Sound Equipped

Community—Memorial
Cadiz Mt. Vernon

Cadiz, Ohio

Mt. Vernon, O., April 14, 1935.

Mr. I. J. Schmertz, Manager, Fox Film Corporation, Cleveland, O.

DEAR MR. SCHMERTZ:

We are writing you in regard to 1935/36 product for the Memorial Theatre at Mt. Vernon and for your information beg to advise we now have the best equipped theatre in this part of the state, from every standpoint; we have 1075 seats and Western Electric's latest wide range equipment; house is perfect acoustically and all productions will get the best presentation possible.

This is now a home owned and managed theatre and our patronage has been growing by leaps and bounds since our opening the first of the year. We will contract for your entire product and show on a percentage basis all outstanding pictures; also buy contingent with product for Community Theatre at Cadiz, O.

We now understand that we have another block of pictures coming to us, under the survey made by the Department of Justice, whose representative canvassed this town recently; we are giving you this information with a view of doing business first with your company.

Will be pleased to have your represen-ative call in due time or see you by appointment in Cleveland.

With kindest regards, beg to remain,

Yours truly, E. W. Long, Manager, Memorial Theatre, Mt. Vernon, O.

[fol. 7290] EXHIBIT D-4

Always a Good Show E. W. Long & Sons, Mgrs.

HIGHWAY THEATRES

Western Electric Sound Equipped

Community—Memorial

Cadiz Mt. Vernon

Cadiz, Ohio

Mt. Vernon, O., April 14, 1935.

Manager, RKO Distributing Corp., Cleveland, O.

DEAR SIR:

We are writing you in regard to 1935/36 product for the Memorial Theatre at Mt. Vernon and for your information beg to advise we now have the best equipped theatre in this part of the state, from every standpoint; we have 1075 seats and Western Electric's latest wide range equipment; the house is acoustically perfect and all productions will get the best presentation possible.

This — now a home owned and managed theatre and our patronage has been growing by leaps and bounds since our opening here the first of the year; we will contract for your entire product and show on a percentage basis all outstanding pictures; also buy contingent ~~with~~ product for the Community theatre at Cadiz.

We understand that we have coming to us, another block of pictures, under the survey made recently by the Department of Justice here and we are giving you this information with a view of doing business with your company.

Will be pleased to have a represen-ative call in due time or make an appointment with you in Cleveland.

With kindest regards, beg to remain

Yours truly, E. W. Long, Manager, Memorial Theatre, Mt. Vernon, O.

[fol. 7291] EXHIBIT D-5

Stage and Screen Attractions
Emerson W. Long & Son, Mgrs.

Memorial Theatre

The House of Perfect Sound

Mt. Vernon, Ohio

April 20, 1938.

Mr. F. D. Drew, Branch Manager,
Loew's Incorporated
Cleveland, Ohio.

Dear Mr. Drew:

We regret we were unable to get to Cleveland the first of the week as intended, on account of being called to Cadiz over the week end.

Noting your letter of the 12th., we can use substitutes for the two pictures mentioned, already set, and could furnish six more dates for 37/37 product, as well as a selective contract for 2nd. run 38/39 product of 30 pictures; with this we can use all of your 2nd. run shorts for 38/39 and possibly some more of the present season.

All the above, providing you can furnish paper and mats for advertising; We did not get any mats for Good Earth and have had trouble in getting many items for other 2nd. run product shown.

You can write up contracts covering the above and mail to us, making the best proposition you can in the way of price, as you know what our compe-tion is here now.

Please let us hear from you by return mail.

Yours truly

E. W. Long Manager
Memorial Theatre Mt. Vernon O.

P. S. With the above, we will promise to continue with all your first run product at Cadiz for 1928/39.

[fol. 7292] EXHIBIT D-6

April 12th, 1938.

Mr. E. W. Long,
Memorial Theatre,
Mt. Vernon, Ohio.

DEAR MR. LONG:

First, let me thank you on behalf of the Will Rogers Memorial Commission for the contribution you gave me yesterday when I visited you at your theatre.

I appreciate all you told me in reference to having an abundance of pictures available for you at this time, and being booked up to July 1st, still having six of our pictures to play.

As per your request, am looking up our booking charts to see if I can suggest a better picture to substitute for either Between Two Women or Sworn Enemies. The booker will write you on this.

Was in hopes that you could find room to use approximately as many of the 1937-38 pictures as you did of the 1936-37 product. Am advising my Home Office that I am holding up any further negotiations for second run product in Mt. Vernon until Monday, April 18th, at which time you have assured me you will be in position to let me know your desires insofar as second run exhibition of our 1937-38 product in Mt. Vernon is concerned; this being due to your having certain deals pending which make the delay necessary on your part.

Am leaving for Toledo today. Expect to return Friday. In the event that you come into Cleveland some day the latter part of the week, as you mentioned you might, will appreciate your wiring the office so that I can return and be here upon your arrival.

Sincerely yours, —— ——, Resident Manager.

FDD:AV

copies to Messrs. Connors and Maloney

[fol. 7293] EXHIBIT D-7

Always a Good Show E. W. Long & Sons, Mgrs.
Highway Theatres
Western Electric Sound Equipped
Community — Memorial
Cadiz Mt. Vernon

Cadiz, Ohio
Mt. Vernon, O., April 14, 1935.

Manager—
Warners-First National Pict. Corp.
Cleveland O.

DEAR SIR:

We are writing you in regard to 1935-36 product for the Memorial Theatre at Mt. Vernon, O. and for your information beg to advise we now have the best equipped theatre in this part of the state from every standpoint; we have 1075 seats and Western Electric's latest wide-range equipment; the house is acoustically perfect and all productions will get the best presentation possible.

This is now a home owned and managed theatre and our patronage has been growing by leaps and bounds since our opening the first of the year; we will contract for your entire product and show on a percentage basis all outstanding pictures; also buy contingent with product for Community Theatre at Cadiz, O.

We understand that we have another block of pictures coming to us, under the survey recently made by the Department Of Justice, who recently canvassed the situation here. We are giving you this information with a view of doing business with your company.

Will be pleased to have a representative call in due time or make an appointment with you in Cleveland.

With Kindest regards, beg to remain

Yours Truly, E. W. Long, Manager, Memorial Theatre, Mt. Vernon, O.

[fol. 7294] EXHIBIT D-8

Stage and Screen Attractions
Emerson W. Long & Son, Mgrs.

Memorial Theatre
The House of Perfect Sound

Mt. Vernon, Ohio

Oct. 7, 1935.

Mr. E. L. McAvoy, R K O Bldg., New York, N. Y.

DEAR MR. McAVOY:

Just a tip to inform you that the Schines have lost their case here in both courts where they have been trying to renew their lease for the Lyric theatre, with a view of rebuilding.

One of the parties interested has come to us with a proposition to build on a good location to take the place of the Lyric, and inasmuch as our present lease has a clause protecting us against such a contingency, we are considering same.

Our opposition is running nothing but the cheapest independent pictures in this small house (200) seats and we are confident, for the last six weeks has not taken enough to pay the rent.

Kindly treat this information as confidential, and if it is any help to you in getting our deal across with your company, would be glad to have you check up on same, if opposition gives you any "line" as to what their intentions are here, you can judge for yourself in the matter.

We are doing very satisfactory business, but need another block of pictures to date up beginning about the first of Sept.

Thanking you for your kind consideration and with best regards, beg to remain,

Yours Truly, Emerson W. Long.

[fol. 7295] EXHIBIT D-9

Stage and Screen Attractions
Emerson W. Long & Son, Mgrs.

Memorial Theatre
The House of Perfect Sound

Mt. Vernon, Ohio

Oct. 30, 1935.

Mr. E. L. McAvoy, R.K.O. Bldg., New York N. Y.

Dear Mr. McAvoy:

You might be interested to know that our op-osition (Schines) have closed their Lyric theatre here, except for Saturdays when they run second-run product.

We have more than doubled our attendance in the last month with our 1100 seat house at 20 and 30¢ admissions; we are featuring stage attractions with mid-week shows and are getting the crowds.

We can still use another block of good screen product and give you a break no one else can in Mt. Vernon on your better pictures.

Are also holding a place for your product at Cadiz providing we can get together here, and as promised we are giving you first chance in taking care of us.

We have a real show house and your Cleveland office can tell you about our equipment and ability to put on shows.

This is a home owned and managed proposition now and the public are giving us support that they will not give to the chain outfit.

With kindest personal regards beg to remain

Yours Truly, Emerson W. Long.

(Here follow 3 Photolithographs. side folios 7296-7298)

Form 33 Rev.—'38—4-34

EXHIBIT D-10

DEFENDANT'S EXHIBIT No. D-10 U.S. DISTRICT COURT N.D. OHIO E.D. CIVIL

D-10

Printed in U. S. A.

BRANCH: Cleveland

CONTRACT RECOMMENDATION

DATE: September 8th, 1937

Salesman: F E Hathaway

Theatre: Memorial | Exhibitor: E F Long & Son | Location: Mt. Vernon, O.

SUMMARY — COMPARISON 9,370 Population

DEAL SUBMITTED HEREWITH				DEAL PRECEDING SEASON			
PRODUCT	NO. UNITS	TERMS — PER UNIT	TOTAL	PRODUCT	NO. UNITS	TERMS —, PER UNIT	TOTAL
WF 37	2	50.00 ag. 40%	100.00			DID NOT SELL	
	4	40.00 ag. 35%	160.00				
	4	30.00 ag. 30%	120.00				
	20	20.00 flat	400.00				
SC	30	2.50	75.00				
TR	30	2.00	60.00				
V 37 1R	67	3.25-3.00-2.50	187.25				
2R	30	6.00-5.00	156.00				
GRAND TOTAL			1258.25	GRAND TOTAL			

9

PERFORMANCE RECORD

SUBJECT	DAYS PLAYED	GROSS RECEIPTS	TERMS	TOTAL RENTAL
			DID NOT SELL	

BRANCH	1937-38 FEATURE WORK SHEET	DATE
THEATRE Rivermead	TOWN & STATE Mt Vernon O	RUN

TERMS 1937-38 PRODUCTIONS			TERMS 1936-37 PRODUCTIONS		
NO.	GUARANTEE	SHARING TERMS	NO.	GUARANTEE	SHARING TERMS
2	50	40%			
4	40	35%			
4	30	30%			
20	20				

No prev

CLAUSE I (NO.) / (AT)

SCORES:- 25 TRAILERS:- 4 -

W.B. $_____ AV. 96

F.N. 30 $ 780-

SCORES $ 75

TRAILERS $ 60

TOTALS 915-

CLAUSE I (NO.) (AT)

SCORES:- TRAILERS:-

W.B. $_____ AV.

F.N. $_____

SCORES $_____

TRAILERS $_____

TOTALS

BRANCH					DATE				
THEATRE			TOWN AND STATE		POPULATION				
			Mt Vernon O						
PROPOSITION 1937-8			VITAPHONE SHORTS WORK SHEET		PREVIOUS 1936-7				
CLASSIFICATION	NO	DAYS	RENTAL	TOTAL	CLASSIFICATION	NO	DAYS	RENTAL	TOTAL
2 REEL SUBS.					2 REEL SUBS.				
6 TECHNICOLOR SUBJECTS	6		6-	1	6 TECHNICOLOR SUBJECTS				1
6 HAL HEAD.									
6 ALL STARS					30 BLACK AND WHITES				
6 VITA. COMEDIES	44		5-						
6 VITA. GAYETIES									
1 REEL SUBJ.					1 REEL SUBJ				
FLOYD GIBBONS HEADLINERS	13		3.75						
M. MELODIES COL.	70		8-		M. MELODIES COL.				
COLOR TOURS					COLOR TOURS				
LOONEY TUNES	34		90		PICTORIAL REVIEWS				
MELODY MASTERS					MELODY MASTERS				
PICTORIAL REVIEWS					BIG TIME VAUD.				
VITA VARIETIES					VITA NOVELTIES				
					LOONEY TUNES				
TOTAL	97			343	TOTAL				
WEEKLY PAYMENT OF			FOR	WEEKS	WEEKLY PAYMENT OF			FOR	WEEKS
FIRST " "					FIRST " "				

REVIEWS

[fol. 7299] EXHIBIT D-12

January 5, 1936.

Mrs. Moore, Ohio Theatre, Van Wert, Ohio.

Dear Mrs. Moore:

In checking over your account I find that there are approximately twenty pictures available for booking.

I know that at the time the deal was made you were very anxious to secure second run and I would appreciate bookings immediately.

Very truly yours, J. Himmelein, Branch Manager.

JH/d

[fol. 7300] EXHIBIT D-13

Miami, Fla., General Delivery,
Apr. 12, 1936.

DEAR BUD:

Here we all are in the South—having a wonderful time, Billy is lots better. Glad to hear of your advancement, and fine position, which will mean so much to you, but pretty hard on the Moore's. We have talked it over, we would like to make a deal with Schine, some way o'er other, we feel you are the one to approach, as you know we really do [fol. 7301] business at our little stand. If you can arrange this for us, we will deeply appreciate it, and will do our part. We are leaving for home on Apr. 29th, will arrive there around May 3rd. If you care to write us do so at Miami; you used to tell us not to worry, let you do that, so I guess we still feel that way. Kindest regards, Wishing you all kinds of good luck in your new capacity. We are,

Sincerely yours, The Moore's.

We are also writing the Schine Enterprises to-day.

[fol. 7302] EXHIBIT D-14

Miami, Florida, General Delivery,
Apr. 13, 1936.

Schine Enterprises, Gloversville, N. Y.

Att. Mr. May

DEAR MR. MAY:

I am at Miami, Fla. Came down to see Mrs. Moore and our son, two weeks ago. They have been here this Season, for our little son's health, he is improving lots down here.

We expect to start for Ohio around April 29th. When I get back would like to make an appointment with you at [fol. 7303] your convenience, regarding your Organization taking over the Ohio Theatre. I believe we will be able to work out something, which would be agreeable to us all.

Awaiting your answer, if you so desire to do so, our present address is Miami, General Delivery.

Very truly yours, Carl B. Moore.

Good Fishing—The Mackerel are starting to run.

[fol. 7304] EXHIBIT D-15

Van Wert, Ohio,
May 12, 1936.

Mr. Louis Lazar, Celveland, Ohio.

DEAR MR. LAZAR:

We accept your offer of $5,000 for our Ohio Theatre complete; with exception of One Cinemaphone Talking Equipment, One Cutor's Pop Corn Machine, to be held by Carl B. Moore. It is understood The Schine Enterprises assume all existing Motion Picture Contracts for Ohio Theatre.

Very truly yours, Carl B. Moore.

[fol. 7305] EXHIBIT D-16

Ohio Theatre, Van Wert, Ohio, June 1st, 1936.

Sam Lichter, Fox Film Co., Inc.

DEAR SAM:

Called you by telephone yesterday, learned you were at the Convention, bet you had a fine time; I am enclosing report on "Connecticut Yankee"—$208.30—not bad at 10-15¢, is it? We had strong competition Thurs. & Fri. at Schine's Van Wert—"Big House & Dancing Lady." Sat. only double bill & Bank Nite (award of $200.00) at the Strand Double Bill. I was foolish enough to have on a western with [fol. 7306] mine, as all the houses double-bill here, Fri & Sat. regardless of feature, which hurt me plenty. I turned them away by the score. I should of run it five days. Now Sam, I realize my opposition will want the other Rogers, too. But if you can arrange it, I will take them, at extended runs, also some of your other product. Metro and U. A. have given me second runs, on which I am doing nicely. *Now*, why can't you do the same? Come down and see us, o'er if you are too busy, I will come to Cleveland, but let me hear from you. We are counting on you.

As ever, The Moore's.

[fol. 7307] EXHIBIT D-25

Agreement

This Agreement made and entered into this — day of May, 1939, by and between George K. Angelas, hereinafter called the Seller, and Norwalk Theatre Corporation, a corporation, hereinafter called the Purchaser, Witnesseth:

That the Seller hereby agrees to sell and convey, and the Purchaser agrees to purchase and pay for, for the price and upon and under the provisions terms and conditions hereinafter set forth, the following described real estate situated in the City of Norwalk, County of Huron and State of Ohio; namely, viz:

"A part of lot number Fifty (50) as the lots in the City of Norwalk, Ohio, are consecutively numbered, and more particularly described as follows:

Commencing at the southwest corner of said lot, thence north Two Hundred Fourteen (214) feet along

the west line of said lot to an iron pin; thence east Fifty One (51) feet parallel with the south line of said lot to an iron pin in the east line of said lot; thence south One Hundred Thirty Nine (139) feet along the east line of said lot to an iron pin; thence west Thirty (30) feet parallel with the south line of said lot to an iron pin; thence south Seventy Five (75) feet parallel with the west line of said lot to an iron pin in the south line of said lot; thence west Twenty One (21) feet along the south line of said lot to the place of beginning.

Also a perpetual easement over the following described portion of said lot:

Commencing at the northwest corner of said lot, thence east Ten (10) feet along the north line of said lot; thence south Fifty (50) feet parallel with the west line of said lot; thence west Ten (10) feet parallel with the south line of said lot to the west line thereof; thence north Fifty (50) feet along the west line of said lot to the place of beginning. It is intended that the above described portion of said lot over which an easement is granted is to be used for ingress and egress perpetually and jointly by the parties, their successors, administrators, executors or assigns, owning the north and south ends of said lot."

The Seller shall convey said premises to the Purchaser by good and sufficient deed of general warranty with release of dower by the wife of the said Seller, free and clear from all encumbrances.

The Seller shall pay all taxes and assessments levied and assessed against said property and due and payable on or before November 15, 1939, the Purchaser to assume and pay all taxes and assessments thereafter accruing or levied and assessed.

[fol. 7308] The Purchaser shall pay for said property the sum of Fourteen Thousand Two Hundred Fifty and no/100 Dollars ($14,250.00), payable as follows:

(a) The sum of Five Thousand Two Hundred Fifty and no/100 Dollars ($5250.00) cash upon the execution of this agreement, which agreement shall be duly executed by the Purchaser not later than May 20, 1939.

(b) The balance, namely, the sum of Nine Thousand and no/100 Dollars ($9000.00), to be evidenced by a promissory

note of the Purchaser properly signed and executed, payable to the Seller, bearing interest at the rate of Five (5) per cent per annum, and due and payable on or before November 15, 1939.

The Seller agrees to furnish to the Purchaser an abstract of title extended to the date of the agreement showing good and marketable title to said premises, free and clear from all encumbrances whatsoever.

It is further understood, stipulated and agreed that upon the full payment of the purchase price, namely, Fourteen Thousand Two Hundred Fifty and no/100 Dollars ($14,250.00), together with interest on the deferred payment, the Seller will deliver a deed, as hereinbefore stated, to the Purchaser for the above described premises upon which shall be affixed the proper revenue stamps, and the Seller shall thereupon give to the Purchaser the possession of the above described premises.

It is further understood, stipulated and agreed that if the Purchaser shall fail to pay said note as hereinabove described, on or before November 15, 1939, then and in that event the Seller has the right to terminate this agreement and consider it of no further force and effect, and the Seller shall be privileged and fully authorized to retain the sum of Five Thousand Two Hundred Fifty and no/100 Dollars ($5250.00), as liquidated damages for the failure of the purchaser to properly close this agreement and to make full payment of the purchase price, and the Seller shall have the right to the full and undisturbed possession, use and occupancy of the premises free from any claim of the Purchaser, and the Seller shall thereupon deliver to the Purchaser the note hereinabove described and the contract shall be considered by the parties hereto as fully terminated and thereupon each party shall be considered as fully discharged from any further liability, claim or demand to the other.

[fol. 7309] It is understood by and between the parties hereto that at the present time there is a dwelling house upon the premises herein described. The Seller reserves title thereto and has full right and privilege to remove said dwelling house from its present location and position on said premises and to place the same upon the north part of said lot No. 50, or to otherwise locate or dispose of the same. Such right to the possession, use and removal of

RECOMMENDATION

This is second run in this situation. We were unable to sell a complete contract due to the fact that this man runs a number of products first run in Mt. Vernon, but we were successful in obtaining ten pictures on percentage. We also sold him $343.25 worth of shorts but it was impossible to put him on the payment plan. However, this man will use more than this amount as he has picked up all the shorts that Schine has not used and we will get more than this amount out of this house. We feel that this is a good deal and suggest you let us have your approval.

APPROVED

9/12

F H Hathaway
SALESMAN

MANAGER

7296

5152A

such dwelling house was taken into consideration in the determination of the amount to be paid by the Purchaser for the premises herein described.

(There is attached hereto a blue print or drawing showing the portion of the premises that the parties hereto intend shall be sold and conveyed under the terms of this agreement, which property is described herein.)

In witness whereof, the parties hereto have set their hands to duplicate copies hereof, the day and year first above written.

George G. Angels, Seller, —— ——, Purchaser.

In the Presence of: Esther Dunham, C. H. Henkel.

STATE OF OHIO,
County of Richland, ss:

Personally appeared before me, a notory public in and for said County, the said George K. Angelas, the Seller named in the above and foregoing agreement, who acknowledged the signing and execution of said agreement to be his free and voluntary act and deed for the purposes therein stated.

In testimony whereof, I have hereunto set my hand and official seal this 5th day of May, 1939.

Esther Dunham, Notary Public. My Commission Expires Aug. 9, 1940. (Seal)

(Here follows 1 Photolithograph, side folio 7310)

[fol. 7311] EXHIBIT D-27

January 18th, 1940.

Mr. A. Felice, Park Theatre, Geneva, N. Y.

DEAR MR. FELICE:

Attached you will find your approved copies of contracts for the following pictures:

3 Cheers for Miss Bishop.
My Son My Son.
2 Years Before the Mast.
House of Cristo.
Valentino.
Man in the Iron Mask.
Kit Carson.
South of Pago Pago.
Duke of West Point.
Captain Caution.
Of Mice and Men.
Housekeeper's Daughter.
Million Years B. C.
Turnabout.
Captain Fury.
Zenobia.
4 Laurel & Hardys.
Intermezzo.
Rebecca.
2 Untitled Selznicks.
Prisoner of Zenda.
A Star is Born.
Tom Sawyer.
Our Town.
Untitled Lubitsch.
Personal Life.
House Across the Bay.
Send Another Coffin (Now Slightly Honorable).
Stagecoach.
Thief of Bagdad.
Over the Moon.
Four Feathers.
Drums.
Dark Journey.
Things to Come.

Fire over England.
Eternally Yours.

Thanking you for this valued business, we are
Very truly yours, United Artists Corporation, J. A. Bykowski, Office Manager.

JAB:MF.

[fol. 7312] February 3rd, 1940.

Mr. A. Felice, Park Theatre, Geneva, N. Y.

Dear Mr. Felice:

Attached you will find your approved copies of contracts for the following pictures:

Elephant Boy.
Prison Without Bars.
Lion Has Wings.
You Only Live Once.
History is Made at Night.
Vogues of 1938.
Trade Winds.
Algiers.
Winter Carnival.
Hurricane.
Cowboy & The Lady.
These Three.
Dodsworth.
Beloved Enemy.
Goldwyn Follies.
Stella Dallas.
There Goes My Heart.
Topper Takes A Trip.

Thanking you for this valued business, we are,
Very truly yours, United Artists Corporation, J. A. Bykowski, Office Manager.

JAB:MF.

[fol. 7313] EXHIBIT D-38

THE BUCYRUS THEATRES COMPANY

Phil Charnas, Resident Manager

Southern Theatre, Phone 4015

Residence Phone 4377

Bucyrus, Ohio, August 24, 1935.

Paramount P. Dist. Corp., 1735 E. 21st Street, Cleveland, Ohio.

ATTENTION CASHIER:

Was unable to meet CK#8348 for $53.50. Please have same returned for collection. Will be able to take care of it when it comes through.

Yours very truly, Southern Theatre, by Phil Charnas, Mgr.

PC:SG.

[fol. 7314] EXHIBIT D-43

THE BELLEFONTAINE AMUSEMENT COMPANY

M. A. Mooney, President and General Manager

E. B. Mooney, Secretary and Treasurer

E. A. McAuliffe, Resident Manager

Bellefontaine, Ohio

Operating: Strand, Majestic, Grand Opera House.

Copy of Resolution of Stockholders

We, the undersigned, stockholders of The Bellefontaine Amusement Co., of Bellefontaine, Ohio, hereby consent to the sale of the furniture and fixtures in the Strand Theatre and the assignment of the lease therefore, to The Schine Enterprises, Incorporated, for the Sum of Twenty-Five Hundred Dollars ($2500.00) and waive the notice as provided in Section 8623-72 of the General Code of Ohio.

Signed by all the Stockholders, E. Mooney, (Sec.)

[fol. 7315] EXHIBIT D-44

AGREEMENT

This agreement made at Bellefontaine, Ohio, by and between Daniel Gutilla, hereinafter called the Lessor, and The Bellefontaine Amusement Company, hereinafter called the Lessee, Witnesseth: that

Whereas, the Lessor has demised to the Lessee certain premises more fully described in Lease Record #4, pages 142-143-144 of the Logan County Record of Leases, and

Whereas, the terms of said Leases have not expired, and

Whereas, the parties have mutually agreed to cancel and terminate said Leases, as of the 30th. day of June, 1931,

Now, Therefore, the Lessee agrees to surrender and deliver up said premises to the Lessor on the 30th day of June, 1931, and to pay all rents due up to said date.

In consideration whereof the Lessor agrees to accept said payment and to surrender in full satisfaction and discharge of all the obligations of the Lessee in, by or under said Leases.

Executed at Bellefontaine, Ohio, in duplicate this 28th day of July, 1931.

Daniel Gutilla, Lessor, The Bellefontaine Amusement Company, by M. A. Mooney, Pres., Lessee.

[fol. 7316] State of Ohio, Logan County, S. S. Received August 22, 1931 at 10:27 o'clock A.M. Recorded Aug. 27, 1931. Vol. No. 2. Page 270. Ed. W. Kalb, Recorder.

[fol. 7317] EXHIBIT D-46

Cleveland, Ohio, March 18, 1937.

Belpik Theatre Corporation, Holland Building, Bellefontaine, Ohio.

GENTLEMEN:

The Medina Theatre Company is the owner of real estate located in the Village of Medina, County of Medina, Ohio, on the Northeast corner of the public square in said Village.

This building consists of storerooms, offices and a theatre known as the Princess Theatre operated by The Medina Theatre Corporation, a corporation, organized and existing under and by virtue of the laws of the State of Ohio.

This Company proposes to lease the space occupied by the Princess Theatre to the Schine Medina Corporation, a corporation, proposed to be organized, at an annual rental of Eighteen Hundred ($1800.00) Dollars, for a term of ten (10) years and such extension of time as may be agreed upon by the parties hereto. Said extension however, not to be in excess of ten (10) years over and above said term of ten years.

The Belpik Theatre Corporation, an Ohio corporation, is to operate, manage and control the said theatre for and on behalf of the Schine Medina Corporation under the terms of an Operating Contract generally used by said Belpik Theatre Corporation in connection with the operation of similar theatres.

The undersigned further proposes to erect and construct a theatre building on the East side of the public square, in the Village of Medina, on lands owned by George Willis, Florence Willis and Benjamin Yudelevitz. Said new theatre herein contemplated and to be constructed shall contain not less than seven hundred (700) seats, and is to be ready for operation not later than September 1st, 1937, excepting in the event of circumstances and conditions beyond the control of the parties, such as strikes, riots and acts of God.

Upon the completion of said theatre building the aforesaid individuals agree to enter into a lease with the Schine Medina Corporation, whereby said premises are to be leased to said The Schine Medina Corporation for a period of ten (10) years, at an annual rental equal to ten (10%) per cent of the cost of construction of said building plus the valuation of the lands at Fifteen Thousand ($15,000.00) Dollars. Said annual rental shall not exceed the sum of Fifty-five Hundred ($5500.00) Dollars. The said Schine Medina Corporation [fol. 7318] shall have the option of renewing said lease for a further period of ten (10) years, at the same annual rental as hereinabove stipulated, except as to this renewal clause, all rentals payable monthly in advance.

The said Schine Medina Corporation is to suitably and adequately equip said building for theatre purposes at a cost of approximately Fifteen Thousand ($15,000.00) Dollars. The funds for said purposes to be loaned by The Belpik

Theatre Corporation to the Schine Medina Corporation, evidenced by a promissory note, bearing interest at the rate of five per cent (5%), per annum, payable semi-annually. Said note to be secured by a chattel mortgage on said equipment and said note to be paid on or before five (5) years from the execution thereof as the operating profits of The Schine Medina Corporation will warrant.

It is further agreed that no dividends shall be declared or paid to the stockholders of the Schine Medina Corporation until said note is paid.

Upon the opening or commencement of operations of the new theatre, the said Schine Medina Corporation shall have the option of continuing the lease on the present Princess Theatre, at an annual rental of One Thousand ($1,000.00) Dollars, provided, the said Schine Medina Corporation operates said theatre part of the time. In the event the Schine Medina Corporation does not operate said theatre, then it may cancel said lease and Lessors may then lease said premises for any other purposes, except theatre purposes. In no event are Lessors to use, occupy or lease said premises for theatre purposes during the term that the Schine Medina Corporation operates the theatre on the East side of the public square.

It is further proposed that the Schine Medina Corporation is to be organized; fifty per cent (50%) of the stock is to be held and owned by the Belpik Theatre Corporation or Schine Chain, and the remaining fifty per cent (50%) of the stock is to be held and owned by George Willis, Florence Willis and Benjamin Yudelevitz, and by no other persons. Said Corporation to have only one class of stock, to wit: common stock of no par value—250 shares to be issued and held as herein set forth. Said stock to be sold to the aforesaid parties at $2.00 per share.

The said Schine Medina Corporation is not to assume any obligations now in existence or to be contracted by the said George Willis, Florence Willis and Benjamin Yudelevitz and the Medina Theatre Company, except existing film contracts and contract with the American Seating Company for seven Hundred (700) seats, and the National Theatre Supply Company for booth equipment only, for the contem-
[fol. 7319] plated new theatre.

It is further to be agreed that the Belpik Theatre Corporation, the Schine Medina Corporation and The Medina Theatre Company, and George Willis, Florence Willis and

Benjamin Yudelevitz, or any persons connected in any manner with the aforesaid corporation or corporations, or individuals, shall not during the term of this Agreement, or during the term of the Agreements and Leases herein proposed, engage in any other theatre business in the Village of Medina, Ohio.

It is further agreed that the said Schine Medina Corporation shall employ Benjamin Yudelevitz as Manager of said Theatre or Theatres in accordance with the usual Contract of Employment, at a salary of Sixty-five ($65.00) Dollars per week, and the said George Willis to be employed at a salary of twenty-five ($25.00) Dollars per week.

It is further understood and agreed that this contract shall take effect on midnight of April 18, 1937.

Yours very truly, G. S. Willis, Benjamin Yudelevitz, Florence Willis. The Medina Theatre Corporation, by G. S. Willis, by Benjamin Yudelevitz, V. P.

Accepted by Louis Lazar, V. President, Belpik Theat. Corp.

[fol. 7320] EXHIBIT D-50

January 16, 1934.

Mr. Pete Grafrades, Palace Theatre, Lockport, N. Y.

DEAR PETE:

Sorry that I missed you when you yere in town yesterday, and understand in your conversation with Mr. Bykowski, you wanted to know what product we had available for either 1st, 2nd, or 3rd run in Lockport.

I have some product to offer you under each run, Pete, and if you are interested in going over the setup with me, please arrange to come into the office on Monday next, advising me about what time to expect you, so that I can surely be here and I will be very happy to discuss the outline I have in mind with you.

Kind regards, and best wishes.

Sincerely yours, United Artists Corporation, ——
——, Sales Manager.

JHK-T.

[fol. 7321] EXHIBIT D-51

Postal Telegraph

January 30, 1934.

Signature requested.

Reliance Theatres Inc., Palace Theatre, Lockport, N. Y.

Your application for following contracts is hereby approved Bitter Sweet Tonight or Never Scarface Cock O Air

Al Lichtman, United Artists Corporation.

Charge: 17 words, 12.05 P. M. MC.

[fol. 7322] EXHIBIT D-52

Postal Telegraph

Jan. 31, 1934.

Signature requested.

Reliance Theatres Inc., Palace Theatre, Lockport, N. Y.

Your application for contracts Arrowsmith and Unholy Garden is hereby approved.

Al Lichtman, United Artists Corporation.

Charge: 11 words. 5.10 P. M. MC.

[fol. 7323] EXHIBIT D-53

Postal Telegraph

February 26, 1934.

Signature requested.

Reliance Theatres Inc., Palace Theatre, Lockport, N. Y.

Your application for contracts Emperor Jones Henry the Eighth and Secrets is hereby accepted.

Al Lichtman, United Artists Corporation.

Charge: 14 words 10.40 A. M. MC.

[fol. 7324] EXHIBIT D-54

Postal Telegraph

May 10, 1934.

Reliance Theatres Inc., Palace Theatre, Lockport, N. Y.

Your application for contract Catherine the Great is hereby approved.

Al Lichtman, United Artists Corporation.

Charge: 10 words, 11.15 P. M. MC.

[fol. 7325] EXHIBIT D-55.

Postal Telegraph

June 12, 1934.

Signature requested.

Reliance Theatres Inc., Palace Theatre, Lockport, N. Y.

Your application for contract Sorrell and Son is hereby approved.

Al Lichtman, United Artists Corporation.

Charge: 10 words 3.45 P. M. MC.

[fol. 7326] EXHIBIT D-56

June 14, 1934.

Mr. Pete Grafiades, Palace Theatre, Lockport, N. Y.

DEAR PETE:

We are attaching copy of contract covering Sorrell and Son at your theatre.

Thanking you for this valued business, we are,

Very truly yours, United Artists Corporation, J. A. Bykowski, Office Manager.

JAB'C.

PROSPECT STREET
MONROE STREET
MAIN STREET
264 FEET
139 FEET
75 FEET
30 FEET
41 FEET
51 FEET
90 FEET
214 FEET
LOT NUMBER 50

[fol. 7327] EXHIBIT D-57

Postal Telegraph

June 23, 1934.

Signature requested. Serial.

Reliance Theatre Corp., Palace Theatre, Lockport, N. Y.

Your application for contract Kid from Spain is hereby approved.

Al Lichtman, United Artists Corporation.

Charge: 10 words, 12.10 P. M. MC.

[fol. 7328] EXHIBIT D-58

November 7, 1934.

Mr. Peter Grafiades,
Palace Theater,
Lockport, N. Y.

Dear Pete:

We talked with Mr. Kaplan on the phone this morning, and have been looking for you in the office some time today as per your conversation when here on Monday, when I understood you to say you would be in again on Wednesday.

We gave him your message and he advises that if you are agreeable to a guarantee against percentage on a basis that will be acceptable to the producers and our Home Office, he is ready to talk with you the latter part of this week.

He may be in the office on Thursday, and perhaps not until Friday morning, but am sure that you will catch him here on Friday if this is acceptable to you.

Kind wishes.

Yours very sincerely,

United Artists Corporation,

ERF Secretary to Mr. Kaplan.

[fol. 7329] EXHIBIT D-59

Jan. 18, 1935.

Mr. Peter Grafiades,
Palace Theatre,
Lockport, N. Y.

Dear Pete:

We are attaching copy of contract covering the following features:

Men of Tomorrow
Blue Danube
Thats a Good Girl
Night of the Garter
Cash

Thanking you for this valued business, we are

Very truly yours,

United Artists Corporation

J. A. Bykowski
Office Manager

JAB'C

[fol. 7330] EXHIBIT D-60

September 21, 1935.

Mr. C. E. Dickinson,
Palace Theater,
Lockport, N. Y.

Dear Mr. Dickinson:

We have a couple of pictures from this season's product, which I believe you could use to good advantage on a double feature program, and I will appreciate hearing from you if you are interested and will be able to make a deal on Escape Me Never and Nell Gwynn.

Please advise me.

Yours very sincerely,

United Artists Corporation,

JHK-T

Sales Manager.

[fol. 7331] EXHIBIT D-61

Nov. 13, 1935.

Reliance Theatres, Inc.,
Palace Theatre,
Lockport, N. Y.

Dear Sirs:

Wish to advise your application for contracts Nell Gwyn and Escape Me Never is hereby approved.

Thanking you for this valued business, we are

Very truly yours,

United Artists Corporation

A. W. Kelly
Vice President

AWK'C
Registered

(Here follows Photolithograph 77—side folio 7332)

[fol. 7333] EXHIBIT D-120

Oct. 16, 1941.

Special Delivery.

Mr. Harry Wallace,
Strand Theatre,
Syracuse, N. Y.

Dear Harry:—

Will appreciate immediate word from you as to certain passes you are handing out—in fact, to quote several local Syracuse exhibitors,—

"The city is flooded with five cent passes on which they are, allegedly, absorbing the tax which results in an actual two cent admission."

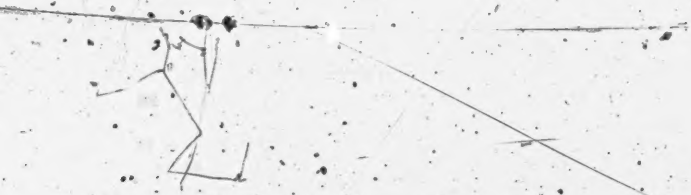
Will appreciate details by return mail as most Syracuse accounts have already pulled my play dates on Tom Dick and Harry.

Sincerely,

RKO Radio Pictures, Inc.

Elmer Lux/SW

Branch Manager.



(Here follows 1'' Photolitbograph, side folio 7334)

AUBURN 5172A.

EXHIBIT D-122

[fol. 7335] EXHIBIT D-130

Capitol Theatre
20 North Street
Auburn, New York

Manager's Office Phone 1273

July 4th, 1932.

Paramount Publix Corp.,
464 Franklin Street,
Buffalo, New York.

Attention Mr. Kenneth Robinson—

Dear Mr. Robinson:

We are interested in ascertaining whether or not you have any unplayed first run pictures available for our use at this theatre. This includes features and short subjects.

In looking over the Paramount proposition for this year it appears to me that the program contains all the ear marks of the best money-making proposition of any of the producers. On the face of what I know of the coming year's pictures I could safely say that we could offer you between eighteen and twenty thousand dollars for the product providing you cannot get an equitable deal from our opposition.

I appreciate the fact that they have first call on the product due to using your pictures this past year current.

Best wishes,

Very truly yours

H. P. Wallace
Capitol Theatre

[fol. 7336] EXHIBIT D-131

Capitol Theatre
Auburn, N. Y.

June 22nd, 1933.

United Artists Corp.,
505 Pearl Street,
Buffalo, New York

Att'n Mr. J. H. Kaplan, Sales Manager

Dear Sir:

This will acknowledge with thanks the receipt of your letter of recent date with reference to "I Cover the Waterfront".

I have checked over the contract and do not find where there is any particular stipulation as to admission price although I may have missed it. As explained to you in a previous letter, we have instituted a summer policy here and of course we cannot set aside this policy for just one picture. You will agree with me that this would be bad policy for us to do so. In as much as you expressed your desire to sell this picture elsewhere I shall be very happy to cooperate with you in this instance as I have done in the past. You can not only sell this picture but, in view of the fact that "Masquerador" and "Joe Palooka" will probably be released while we are still operating under a summer policy, you can use this as your authority to sell all three of the above pictures. Thus all contractual relations between ourselves are cleared up.

Trusting this arrangement meets with your approval, beg to remain,

Very truly yours

H P Wallace
Capitol Theatre

[fol. 7337] EXHIBIT D-132

January 27, 1939.

Mr. H. P. Wallace
Capitol Theatre
Auburn, New York

Dear Mr. Wallace:

We cannot accept the contract for Gaumont-British pictures inasmuch as the prices for the pictures in question are not adequate, nor in keeping with prices formerly paid by you for Gaumont-British pictures.

The writer will attempt to see you personally in regard to this matter during the coming week.

Incidentally The Lady Vanishes is now on its second week, going into its third, in Buffalo, and in its sixth week in New York.

In reply to your letter regarding open 20th Century-Fox for Auburn, all our current releases have already been used in Auburn, and we have, of course, a contract for the balance of our product with the Jefferson, Palace and Auburn Theatres.

Very truly yours,

Twentieth Century-Fox Film Corp.

Sydney Sampson

CC Mr. Kempner

[fol. 7338] EXHIBIT D-133

Malone, New York
April 4th, 1941

Department of Justice
Washington, D. C.

Re: U.S. v. Schine
H.B.—60-6-30-33-3

Gentlemen:

This is to advise that I have succeeded in disposing of my theatre as planned. I have no further complaints. Everything is satisfactory here.

Very truly yours,

Michael Boumansour

(Here follow 3 Photolithographs, side folios 7339-7341)

EXHIBIT D-137

FORM 94-2RM SETS 2-36 (2) PRINTED IN U.S.A.

Copy No. 1

DAILY REPORT OF SALESMAN'S ACTIVITIES AND EXPENSE

HOME OFFICE COPY

SALESMAN R Stevens BRANCH Albany DAY Thurs. DATE 2/4/7

THEATRE	LOCATION
Palace	Ft Covington
	M Clark

EXHIBITOR

Secured dates

PRODUCT SOLD		
CL.	NO.	AMOUNT

METHOD OF TRAVEL — AUTO ☑ TRAIN ☐

AMT. FORWARDED	34	96
Fr.: Moravia		
To: Ft. Covington		
Miles 24.05	1	20
R. R. / Trolley / Bus		
Fare		
Misc.		

DATES SECURED: NO. 10 AMOUNT 61.75

THEATRE	LOCATION
Plaza	Malone

EXHIBITOR M. Baumann

This situation intends to go to 2nd run policy starting 5/1. Offered him a 52 pic deal. Only wants 30. Offered him thirty pictures 1935-36 product 2nd run. We would not consider any proposition short of a 52 picture deal. Disagree.

DATES SECURED: NO. AMOUNT

THEATRE	LOCATION
Star	Norwood

EXHIBITOR A Canny

Sold Brigade

11- ag 35%
1c 1.50
Tr 1-

Fare	1	11	-
1c	1	1	50
Tr	1	1	-

Fr.: Ft Covington
To: Malone
Miles 17 ● 05 — 85
{ R.R. Trolley Bus
Fare
Misc.

Fr.: Malone
To: Norwood
Miles 53 ● 05 — 2 65
{ R.R. Trolley Bus
Fare
Misc.

39 65

DATES SECURED: NO. AMOUNT

7339

51764

EXHIBIT D-138

51768

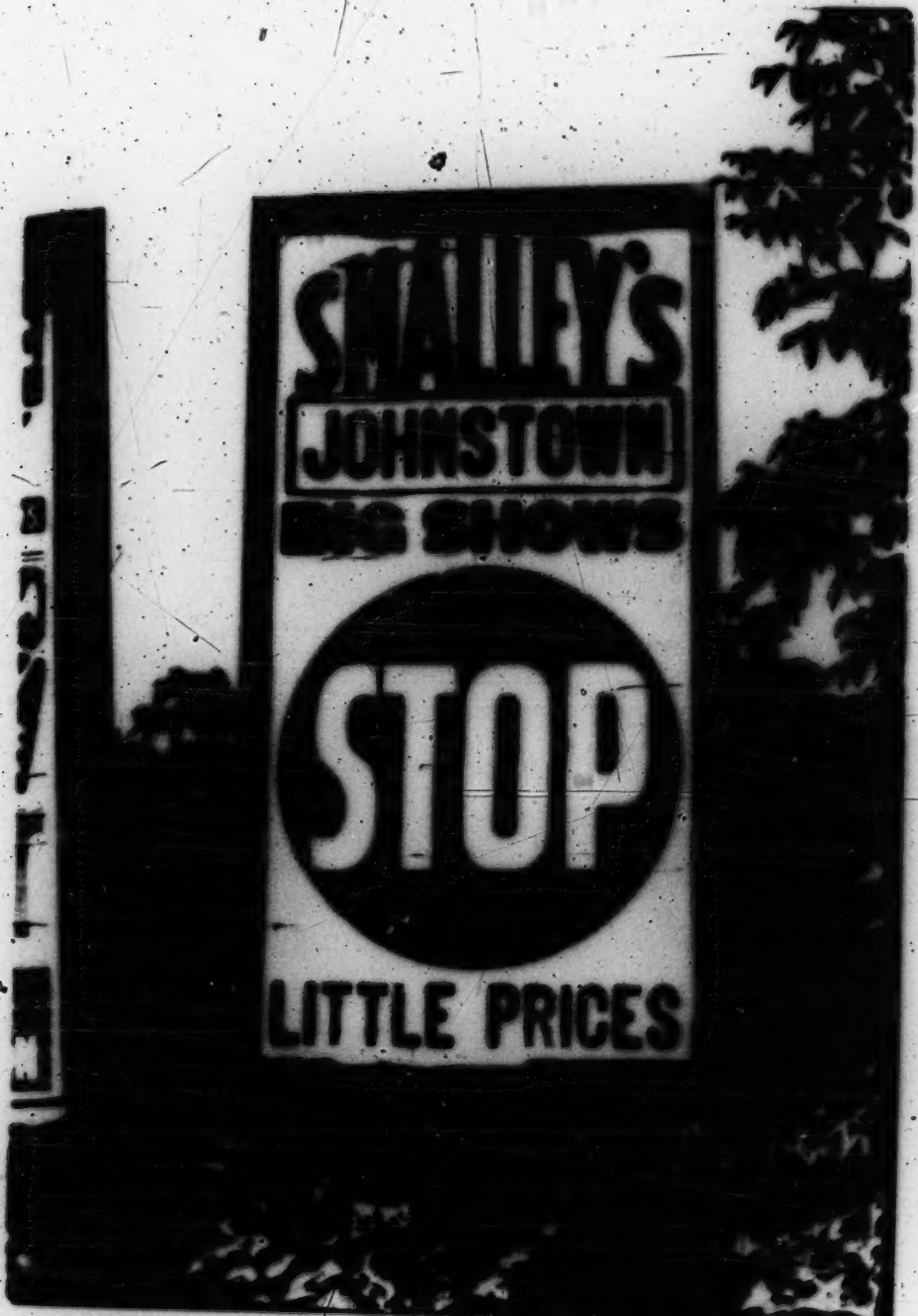


EXHIBIT D-139 51760

[fol. 7342] EXHIBIT D-143

June 3rd 1940.

Mr. William C. Smalley,
Smalley Theatres,
Cooperstown, N. Y.

Dear Mr. Smalley:

Your telegram of May 27th addressed to Mr. Abe Montague has been turned over to me for my attention.

I beg to advise you that the offer made by Columbia to you in the past, as repeated in a letter addressed to you by my associate, Mr. Moross, is once again repeated by me, namely—that Columbia Pictures Corporation is ready, willing and able to have its representative meet with you and discuss the licensing of an equitable split of our pictures to you provided you are prepared to pay a fair price for the same.

According to our records, Mr. Louis Weinberg, of our Sales Department wrote you on December 7th, 1939 that he would be glad to meet you at any place convenient to yourself if you would give him forty-eight hours notice, and I am certain that if you had a sincere desire to buy Columbia Pictures you could have found some time between December 7th, 1939 and January 4th, 1940 to meet him. However, despite your failure to meet with our business representative, Columbia has made honest and sincere efforts to contact you and sell you a fair and equitable split, but at no time have you been willing to sit down with Mr. Weinberg to discuss same.

As you undoubtedly know, Mr. Weinberg is leaving today for the Columbia convention and will not be available to discuss this matter with you until June 18th, and if you are sincere in the statement you made in your wire of May 27th, you can make arrangements with Mr. Joe Miller, our

Albany Branch Manager, for an appointment with Mr. Louis Weinberg for any time after June 18th.

Yours very truly,

Leonard S. Picker
Legal Department

lsp/k

cc: Mr. L. Weinberg
Mr. R. Jackter
Mr. G. Josephs
Mr. Vince Borelli
Mr. J. Miller

[fol. 7343] EXHIBIT D-144

November 13, 1939.

Smalley's Theatres, Inc., Cooperstown, New York.

Attention: Mr. W. C. Smalley

GENTLEMEN:

Your letter of November 7th addressed to Mr. A. Montague has been turned over to me for reply.

Upon investigation of your complaint I find that the same is entirely unfounded as for a number of years past we have offered to you at least one-half of our product for exhibition in your theatre in Norwich. Our offer to you has been on fair and reasonable terms. In each instance you have declined to accept such offer and have made a counter offer of terms so low that same were not acceptable to us.

I would be very happy to have our representative meet with you and discuss the licensing of a split of our pictures to you provided you are prepared to pay a fair price for the same.

Yours very truly, Irving Moross, Legal Department.

IM:bb
111/15/39. Cc Joe Miller, Albany, N. Y., Abe Montague.

[fol. 7344] EXHIBIT D-145

SMALLEY'S
Norwich Theatre
Special Morning Matinee
Saturday, October 21st
At 10 A.M.
Big Triple Show
—Hit No. 1—
—From the Famous Sunday Comic Strip—
Dick Tracy's G-Men
—Hit No. 2—
Gene Autry
Smiley Burnette
"Home on the Prairie"
—Hit No. 3—
Jack London's
—Famous Story—
"Mutiny of the Elsinore"
This is Positively One of the Greatest
Kiddie Shows Ever to Play in Norwich
Notice—Be Sure to Bring This Ticket
You May Get in Free
Good for All Students

EXHIBIT D- 146

[fol. 7346] EXHIBIT D-148-B

July 13, 1935.

Re: State, Bucyrus.

DEAR MILT:

This is the same deal as last year—except—that on the shorts—and 32 features—I gave him the privilege of 3 or 4 days instead of 2 or 3 days—he figures he may go to two changes per week—however I gave him no assurance New York or you would approve. I tried to get an increase on this—but—you know the set-up.

I also got the 14 Delux trailer in at 4.00 instead of 3.00 and the 4 pictures at 25% show a 15.00 increase. The paying arrangement is figured to start at expiration of present paying arrangement.

Regards, W.J.B.

[fol. 7347] EXHIBIT D-148-C

July 13, 1935.

It is agreed that in consideration of contracts signed for Warner-First National and Vitaphone 1935-36 product, Vitagraph Inc. agrees to cancel shorts unplayed from season 1934-1935, the amount not to exceed $60.00.

Vitagraph Inc., W. J. Brandt, Rep. The State-Bucyrus Co., M. H. Bryer.

48

Form 77.1000M 8-35-U

Printed in U.S.A.

EXHIBIT D-148-E

NOTIFICATION OF CANCELLATION

BRANCH: CLEVELAND OHIO.

DATE: 12/2/35.

THEATRE	EXHIBITOR	CITY AND STATE	CONTRACT NUMBER	CONTRACT DATE
STATE	THE STATE BROWNIE CO	BROWNIE OHIO.	4447	7/13/35.

FEATURES

REL. No.	TITLE	ORIGINAL RENTAL GUARANTEE	ORIGINAL RENTAL SPLIT OVER	SUPERSEDING RENTAL GUARANTEE	SUPERSEDING RENTAL SPLIT OVER	VITAPHONE ORIGINAL RENTAL SCORES	VITAPHONE ORIGINAL RENTAL TRAILERS
951	NO TITLE	150.00	35%			3.00	4.00
953	NO TITLE	75.00	30%			3.00	4.00
954	NO TITLE	75.00	30%			3.00	4.00
955	NO TITLE	75.00	30%			3.00	4.00
956	NO TITLE	45.00	25%			3.00	4.00
957	NO TITLE	45.00	25%			3.00	3.00
958	STELLA PARISH	30.00				3.00	3.00
959	NO TITLE	30.00				3.00	3.00
960	NO TITLE	30.00				3.00	3.00
961	NO TITLE	30.00				3.00	3.00
962	NO TITLE	30.00				3.00	3.00
963	BROADWAY HOSTESS	30.00				3.00	3.00
964	NO TITLE	30.00				3.00	3.00
965	NO TITLE	30.00				3.00	3.00
967	GOOSE & GANDER	30.00				3.00	3.00
968	THE PAYOFF	30.00				3.00	3.00
969	MAN OF IRON	30.00				3.00	3.00
970	NOR TITLE	25.00				3.00	3.00
971	NO TITLE	25.00				3.00	3.00
972	NO TITLE	25.00				3.00	3.00
973	NO TITLE	25.00				3.00	3.00
974	NO TITLE	25.00				3.00	3.00
975	NO TITLE	25.00				3.00	3.00
976	NO TITLE	25.00				3.00	3.00
977	NO TITLE	25.00				3.00	3.00
978	NO TITLE	25.00				3.00	3.00
979	NO TITLE	25.00				3.00	3.00
980	NO TITLE	25.00					

RE

CANCELLED

TABULATED

35

FILE

Form 77 100M 8-35CU

EXHIBIT D-148-F

49

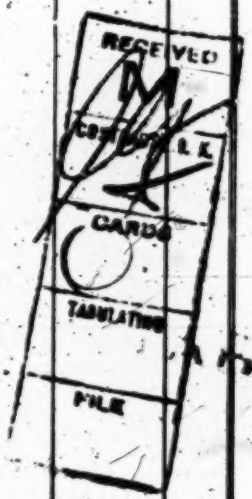
Printed in U.S.A.

NOTIFICATION OF CANCELLATION

BRANCH	DATE
CLEVELAND O.	12/2/35.

THEATRE	EXHIBITOR	CITY AND STATE	CONTRACT NUMBER	CONTRACT DATE
STATE	THE STATE BUCYRUS CO.	BUCYRUS OHIO	4447	7/13/35.

REL. No.	TITLE	FEATURES				VITAPHONE	
		ORIGINAL RENTAL		SUPERSEDING RENTAL		ORIGINAL RENTAL	
		GUARANTEE	SPLIT OVER	GUARANTEE	SPLIT OVER	SCORES	TRAILERS
901	NO TITLE	150.00	50%			3.00	4.00
902	NO TITLE	150.00	35%			3.00	4.00
903	NO TITLE	75.00	30%			3.00	4.00
904	NO TITLE	75.00	30%			3.00	4.00
907	FRISCO KID	45.00	25%			3.00	4.00
908	DR. SOCRATES	30.00				3.00	3.00
910	NO TITLE	30.00				3.00	3.00
911	NO TITLE	30.00				3.00	3.00
912	NO TITLE	30.00				3.00	3.00
913	NO TITLE	30.00				3.00	3.00
914	NO TITLE	30.00				3.00	3.00
915	NO TITLE	30.00				3.00	3.00
916	NO TITLE	30.00				3.00	3.00
918	BIG SHOT	30.00				3.00	3.00
919	I LIVE FOR LOVE	25.00				3.00	3.00
920	PERSONAL MAID	25.00				3.00	3.00
921	NO TITLE	25.00				3.00	3.00
922	NO TITLE	25.00				3.00	3.00
923	NO TITLE	25.00				3.00	3.00
924	NO TITLE	20.00				3.00	3.00
925	NO TITLE	20.00				3.00	3.00
926	NO TITLE	20.00				3.00	3.00
927	NO TITLE	20.00				3.00	3.00
928	MOONLIGHT PRAIRIE	20.00				3.00	3.00
929	NO TITLE	20.00				3.00	3.00
930	NO TITLE	20.00				3.00	3.00



DEC 14 1935

(Here follows 2 Photolithographs, side folios 7348-7349)

TOTALS	1080.00							84.00	96.00

SUPERSEDING CONTRACT No.	DATE	THEATRE
HAVE YOU DEFINITELY ATTEMPTED TO RESELL OPPOSITION?		NEW OWNER?

REASON FOR CANCELLATION:

Score-Cont. #4447 dated 7/13/35.
Trailer-" " " "

This house was taken over by the Schine Theatrical Co., Inc. Resubmitting new contract signed by Schine's.

Brandt. — DEC 11 1935 — W. A. Thomas

SALESMAN — BRANCH MANAGER

7348

5182A

[fol. 7350]

EXHIBIT D150

Owned Theatres

Town	Theatre	Cost of Land & Building Acquired	Cost of Building & Improvements since Acquisition
Amsterdam	Strand	$200,000.00	$55,000.00
"	Regent	142,000.00	8,000.00
Ashland	Ashland	15,000.00	197,500.00
Athens	Athena	135,000.00	13,000.00
Auburn	Auburn	83,500.00	245,000.00
Bellefontaine	Holland	27,500.00	196,800.00
Bucyrus	Bucyrus	15,500.00	81,500.00
Canandaigua	Lake	15,000.00	38,500.00
"	Playhouse	180,000.00	16,700.00
Carthage	Strand	57,500.00	24,500.00
Corning	Fox	18,000.00	101,500.00
Cortland	State	60,000.00	233,500.00
"	Temple	96,000.00	7,000.00
Cambridge	Arcade	60,000.00	5,500.00
Cumberland	Strand	235,000.00	45,500.00
Easton	Avalon	95,000.00	7,800.00
Federalsburg	Federal	50,000.00	2,500.00
Fairport	Temple	7,700.00	47,500.00
Geneva	Temple	97,900.00	17,000.00
"	Geneva	88,000.00	313,000.00
Gloversville	Hipp	22,500.00	117,500.00
"	Glove	126,000.00	109,300.00
Glens Falls	Rialto	250,000.00	45,000.00
Hamilton	State	22,500.00	47,300.00
Herkimer	Liberty	185,500.00	15,000.00
Hudson Falls	Strand	40,000.00	7,000.00
[fol. 7351]			
Ilion	Capital	250,000.00	14,000.00
Kent	Kent	130,000.00	7,500.00
Lexington	Ben Ali	200,000.00	20,000.00
Little Falls	Rialto	210,300.00	21,000.00
Lockport	Rialto	27,500.00	118,400.00
"	Palace	200,000.00	8,000.00
Malone	Malone	151,800.00	106,000.00
Middlesboro	Manning	85,000.00	10,600.00
Milford	Plaza	62,500.00	50,500.00
Norwalk	Capital	20,000.00	143,700.00
Norwich	Calonia	80,700.00	29,500.00
Ogdensburg	Strand	137,000.00	155,800.00
Oswego	Oswego	42,500.00	249,900.00
"	Strand	75,000.00	2,000.00
"	Capital	60,000.00	3,500.00
Oneonta	Palace	161,800.00	4,500.00
"	Oneonta	130,000.00	24,300.00
Paris	Paris	24,000.00	71,000.00
Penn Yan	Elmwood	110,000.00	10,000.00
Ravena	Ravena	128,500.00	9,500.00
"	Ohio	33,000.00	44,500.00
Richmond	Madison	75,000.00	5,500.00
Rochester	Riviera	304,100.00	7,500.00
"	Cameo	60,000.00	25,500.00
"	Grand	95,000.00	19,000.00
"	State	145,000.00	9,000.00
[fol. 7352]			
Salamanca	Salamanca	24,300.00	164,300.00
Saranac Lake	Pontiac	135,000.00	165,500.00
Salisburg	Wicomico	26,000.00	7,600.00
		$6,509,100.00	$3,506,400.00

[fol. 7853]

Leased Properties

Town	Theatre	Additions & Improvements
Ashland	Palace	$10,500.00
Auburn	Palace	14,500.00
Amsterdam	Rialto	68,000.00
Auburn	Jefferson	4,500.00
Bath	Babcock	9,500.00
Bellefontaine	Strand	4,500.00
Delaware	Strand	48,500.00
East Rochester	Rialto	6,000.00
Corbin	Hipp	3,500.00
"	Viv	2,500.00
Geneva	Regent	3,000.00
Glens Falls	Empire	10,000.00
Laurel	Waller	14,500.00
Lexington	Kentucky	27,500.00
"	Strand	6,500.00
Massena	Strand	72,500.00
Mt. Vernon	Vivic	3,300.00
"	Memorial	6,100.00
"	Vernon	48,600.00
Ogdensburg	Pontiac	8,700.00
Piqua	Miami	8,000.00
"	Ohio	10,500.00
Paris	Bourbon	15,000.00
Pikeville	Liberty	2,800.00
Purry	Auditorium	7,500.00
Seneca Falls	Strand	19,500.00
Salisburg	Arcade	29,300.00

[fol. 7854]

Syracuse	Eckel	78,000.00
Tupper Lake	State	8,800.00
Van Wert	Van Wert	3,500.00
Watertown	Avon	38,500.00
"	Olympic	37,500.00
		$631,600.00

[fol. 7855]

Less Than 100% Owned

Town	Theatre	Land	Improvements
Norwalk	Norwalk	$16,350.00	$123,100.00
"	Forum		17,500.00
Wooster	Wayne	12,000.00	66,000.00
"	Wooster		37,500.00
Tiffin	Ritz		6,900.00

[fol. 7356].

EXHIBIT D-153

Ordinance No. A

Granting a Permit to Phoenix Amusement Company, Its Successors and Assigns for the Erection, Maintenance and Operation of a Theatre for the Display of Motion Pictures and/or the Exhibition of Stage Shows on the Lot or Parcel of Ground Described in this Ordinance in The City of Paris.

Whereas, Phoenix Amusement Company desires to acqure the property located in the City of Paris, Kentucky, hereinafter described, in order to construct, maintain and operate a theatre for the display of motion pictures and/or the exhibition of stage shows thereon; and

Whereas, the erection of a modern theatre building, and the maintenance and operation of a theatre on the property hereinafter described, will greatly improve the appearance of the vicinity in which it is located, will result in additional taxes being paid into the treasury of the City of Paris, and will be a public benefit to said City.

Now, therefore, in consideration of the premises, and in the further consideration of the execution of a certain agreement of purchase dated September 18, 1937, by Phoenix Amusement Company to the present owners of said property and the delivery of said agreement to said owners.

Be It Ordained by the Board of Council of the City of Paris:

1. That Phoenix Amusement Company, its successors and assigns, be and they are hereby granted permission to construct, maintain and operate a theatre for the display of motion pictures and/or the exhibition of stage shows on the [fol. 7357] following described property or any part thereof, to-wit:

A certain lot or parcel of ground together with all improvement and appurtenances thereunto belonging situated on the southwest corner of Main and Eight Streets in Paris, Kentucky, fronting on Main Street a distance of fifty-four and two-thirds (54⅔) feet, more or less, and extending back between parallel lines a distance of one hundred and fifty-seven (157) feet, more or less, to the filling station property

of the said first parties situated on the corner of High and Eight Streets in said City. Said property is bounded on the south by the property now owned by the heirs of Martin Doyle and also by the property now owned by John Mattox, on the west by the said filling station property of the said *said* first parties, on the north by Eighth Street as to be extended by the City of Paris, Kentucky, for a distance of twelve feet southwardly, and on the east by Main Street, and being a part of the same property conveyed to James M. O'Brien and George W. Stuart by John T. Hinton and wife by deed which is of record in the office of the Clerk of the Bourbon County Court in Deed Book 102 Page 634. The said James M. O'Brien having devised said property to his brother, Harry O'Brien by his last will and testament which is of record in said office in Will Book V Page 491.

Such permit shall continue so long as the theatre is operated on said property by Phoenix Amusement Company, its successors and assigns.

2. That the Mayor and City Clerk be and they are hereby authorized, empowered and directed for and on behalf of the City of Paris, Kentucky, to immediately issue and deliver to the Phoenix Amusement Company such permit in writing.

3. This ordinance shall take effect when signed, recorded and published in the manner required by law.

Passed by the Board of Council this — day of ——, 1937.

Geo. L. Doyle, Mayor.

Attest: Boone Baldwin, City Clerk.

The undersigned, Boone Baldwin, hereby certifies that he is the duly designated and acting Clerk of the City of Paris, Kentucky, and that the foregoing copy ordinance granting a permit to the Phoenix Amusement Company of Lexington, Ky., is a true, correct and accurate copy of the ordinance enacted by the Board of Commissioners of the City of Paris, Kentucky, on Tuesday, October 5, 1937.

Witness my hand and the seal of said City of Paris, Ky., this October 8, 1937.

Boone Baldwin, Clerk, City of Paris, Kentucky.
(Seal).

[fol. 7358] EXHIBIT D-153-A

Permit to Phoenix Amusement Company for Erection, Maintenance and Operation of a Theatre in the City of Paris, Kentucky.

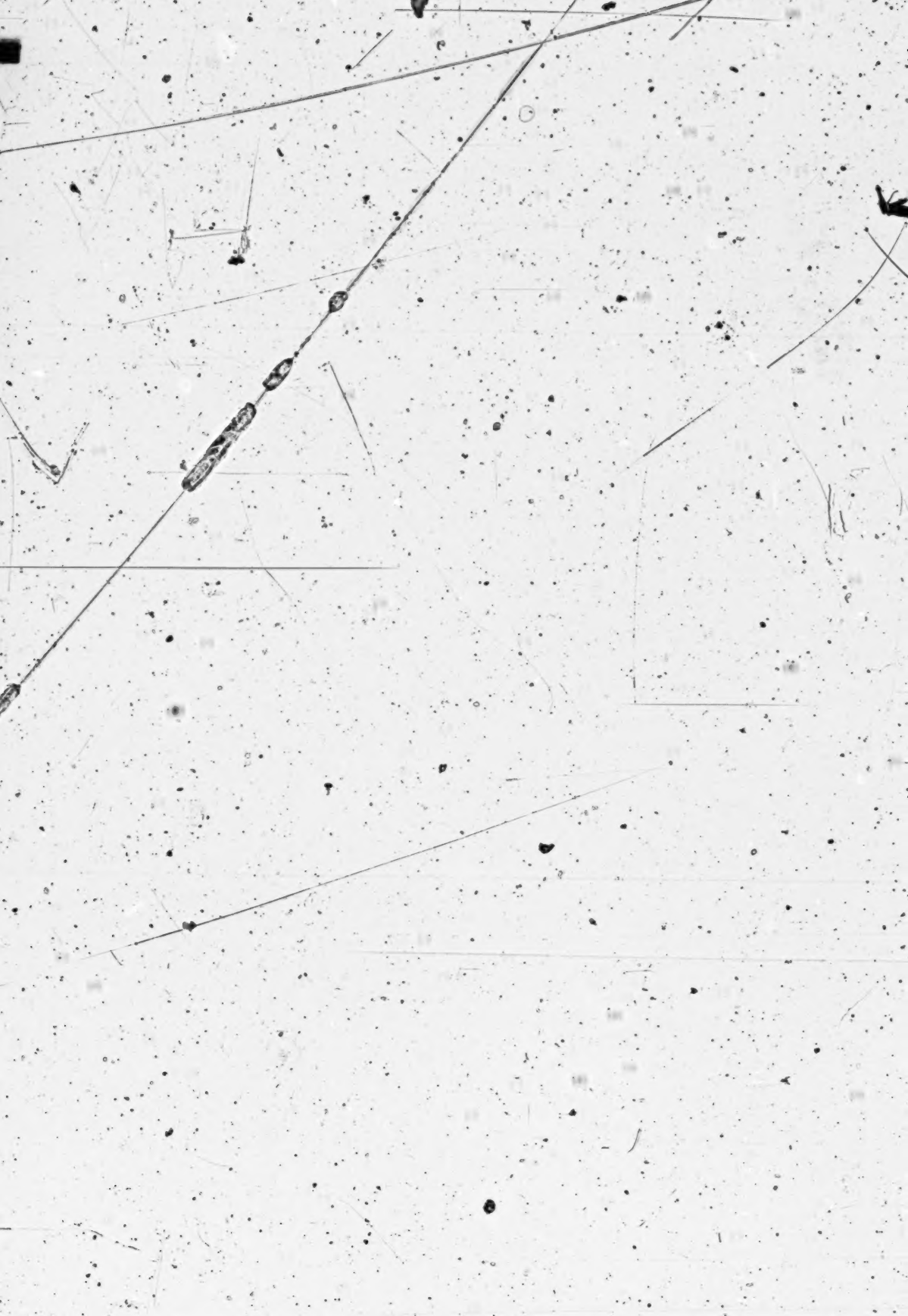
Pursuant to ordinance No. A, duly enacted by the Board of Commissioners of the City of Paris on October 4, 1937, permission is hereby granted by the City of Paris to Phoenix Amusement Company, its successors and assigns to erect, maintain and operate a theatre for the display of motion pictures and/or the exhibition of stage shows on that lot or parcel of ground located at the Southwest corner of Main and Eighth Street in the City of Paris, Kentucky, which said lot or parcel of ground is more particularly described and set out in said ordinance, and this permit shall continue so long as a theatre is operated on said property by Phoenix Amusement Company, its successors or assigns.

This October 7, 1937.

City of Paris, Kentucky, By: Geo. L. Doyle, Mayor.
(Seal)

Attest: Boone Baldwin, City Clerk.

(Here follows 1 Photolithograph, side folio 7359.)



SOCIAL ACTIVITIES

FOR WOMEN READERS

p To
d Play

ide-Elect

RECENT BRIDE

Mrs. James Bryant

Cleveland will be the future home of Mrs. James Bryant and James Gerlach when wedding bells chime in Trinity Cathedral, Cleveland, August 31. Mrs. Bryant graduated from Bucyrus high school and also a beauty school in Cleveland.

GALION NEWS BRIEFS

At the regular meeting of the [illegible] under No. 1101 B. P. O. Elks Thursday night plans were completed for the annual fall dog picnic [illegible] to be held at the Armstrong farm west of Galion, Wednesday, Sept. 11. Both evening meal will be served.

Chrysanthemums were used to accent a large in the city [illegible] which occurred Thursday afternoon near the Fred C. Miller residence on Harding Way West. The local fire department was called.

Several transfers in the Free Methodist church have been made. Rev. Slade Frost formerly of Montpelier, has been transferred to Galion as pastor of the local church. Mr. Forbes and Rev. L. C. Watters was sent to Cambridge. R. B. Miller of Galion, district elder of the church, has accepted a pastorate at the Canton Free Methodist church. Rev. L. E. Craig of Galion comes to Galion as Canton elder.

Announcement for Edward L. Spring, 24, engineer of Mrs. Pauline Spring and Raymond Hershey, both of Galion will be made in the near future. Mr. Spring of Galion, Wednesday morning. Raymond services will be held in Methodist Saturday afternoon.

Mrs. Ann Gable who attended annual meeting of Mrs. C. [illegible] Mrs. Ralph Kennedy and [illegible]

Mrs. Ollie Crum of [illegible] Mrs. Ralph Kennedy and [illegible]

[illegible] Mrs. Ralph Kennedy and [illegible]

[illegible] Mrs. Ralph Kennedy and [illegible]

[